

# **EXHIBIT 8**

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION

RUTH SMITH, individually and on  
behalf of all others similarly  
situated,

Plaintiff,

Case No.

vs.

1:22-cv-00081-LMB-  
WEF

SUNPATH, LTD., a Massachusetts  
corporation,

Defendant.

\_\_\_\_\_ /

DEPOSITION OF  
RULE 30(b)(6) DEPOSITION OF CHUKRAN MANAGEMENT GROUP  
d/b/a AMERICAN PROTECTION CORP. ("AMERICAN PROTECTION")  
KOBI CHUKRAN

(Conducted Via Videoconference)

DATE: November 1, 2022

TIME: 11:03 a.m. to 2:06 p.m.

PURSUANT TO: Notice by counsel for Plaintiff  
for purposes of discovery, use at  
trial or such other purposes as  
are permitted under the Federal  
Rules of Civil Procedure

REPORTED BY: Aaron T. Perkins, RMR, CRR, CRC  
Notary Public, State of  
Florida at Large

Pages 1 to 128

<p>1 Q. Throughout the time you worked with 2 SunPath, were you in regular contact with them? 3 A. No. 4 Q. Did you have an individual that you 5 could contact if you needed to discuss something? 6 A. Yes. 7 Q. Was it just one person or were there 8 multiple people? 9 A. Mostly one. 10 Q. Can you -- 11 A. I apologize. There were a few different 12 persons. 13 Q. Okay. Was there one primary and then a 14 few additional? 15 A. Yes. 16 Q. Okay. Can you tell me who your primary 17 contact was? 18 A. Mr. Joe Abrahms. 19 Q. Can you spell that? 20 A. J-o-e; Abrahms, A-b-r-a-h-m-s. 21 Q. And who were the other individuals that 22 you would communicate with from SunPath? 23 A. Mr. Larry Lowe. 24 Q. Can you spell that? 25 A. L-a-r-r-y, L-o-w-e.</p> <p style="text-align: right;">Page 26</p>	<p>1 question? I may have misheard it. 2 MR. SMITH: Yeah. 3 BY MR. SMITH: 4 Q. Was SunPath involved in 5 American Protection's sales process? 6 MR. CAFFAS: I'm going to object to the 7 form of the question as confusing, vague. 8 THE WITNESS: I'm sorry, can I ask a 9 question, if I may? Greg, just so I 10 understand, you represent? 11 MR. TANDY: I'm here on behalf of 12 SunPath. 13 THE WITNESS: Thank you. 14 MR. TANDY: And I guess Paul Sporn is 15 with you, Taylor? 16 MR. SMITH: No. 17 MR. CAFFAS: Paul Sporn is representing 18 SunPath. 19 MR. TANDY: Okay. So a representative? 20 MR. CAFFAS: I'm SunPath's attorney. 21 MR. SPORN: Counsel, I'm the general 22 counselor of SunPath. 23 MR. TANDY: Not a problem. I apologize, 24 Mr. Sporn. I hadn't asked until now, but as 25 long as we were identifying people, it seemed</p> <p style="text-align: right;">Page 28</p>
<p>1 Q. Anyone else? 2 A. A few persons in the claims department. 3 Q. Okay. Do you remember their names? 4 A. No. 5 Q. Okay. Mr. Joe Abrahms, what would you 6 typically communicate with him about? 7 A. Just business matters, product 8 information, product pricing -- 9 Q. Okay. Can you tell me how frequently -- 10 A. -- claim information. 11 Q. Okay. Can you tell me how frequently 12 you would say you have talked with him? 13 A. Maybe once a month or so, maybe even 14 less frequently. 15 Q. Okay. And Mr. Lowe, how often would you 16 say you have spoke with him? 17 A. More regularly. 18 Q. Daily, weekly? 19 A. Weekly. 20 Q. And what would you talk to Mr. Lowe 21 about? 22 A. Clients' claims. 23 Q. Okay. Was SunPath involved in American 24 Protection's sales process? 25 MR. TANDY: Could you repeat that</p> <p style="text-align: right;">Page 27</p>	<p>1 like an appropriate time. My apologies. 2 MR. SPORN: And my apologies for not 3 introducing myself properly, but Greg is 4 handling the deposition for us. I'm merely 5 observing. 6 MR. TANDY: All good. Not a problem. 7 Thank you. 8 BY MR. SMITH: 9 Q. So I will go back to my question and 10 repeat it. 11 Is SunPath involved in 12 American Protection's sales process? 13 MR. TANDY: Again, note the objection. 14 MR. CAFFAS: Object to the form. 15 BY MR. SMITH: 16 Q. You can still answer the question. 17 A. I'm not sure I understand the question. 18 It's a very general question. 19 Q. Okay. Why don't you tell me how 20 American Protection goes about selling vehicle 21 service contracts. 22 A. Sure. We receive a lead of an 23 interested prospect. We contact that client, and 24 we make sure that they are qualified to receive 25 coverage based on the year, make, and model of the</p> <p style="text-align: right;">Page 29</p>

<p>1 vehicle, as well as the mileage. Based on this 2 information, we can determine what is the best 3 coverage we can offer.</p> <p>4 Q. And then once you make that 5 determination, what happens next?</p> <p>6 A. Then we submit the sale to the -- to be 7 underwritten by SunPath.</p> <p>8 Q. And throughout that sales process, you 9 know, you get the lead, you contact the client, 10 you see what they're qualified for, you determine 11 what's best for them, and then you reach out to 12 SunPath.</p> <p>13 Is that final step, reaching out to 14 SunPath, is that where contacting SunPath would 15 come in to play or would you have contacted them 16 at some point prior?</p> <p>17 MR. TANDY: Objection.</p> <p>18 MR. CAFFAS: Yeah. Objection to form as 19 well. It's a compound question.</p> <p>20 MR. TANDY: And I must object. To the 21 extent that you're attempting to define the 22 term sales pathway, I object to that, or 23 process. I'm sorry, Mr. Smith, but I do 24 think that's really compound.</p> <p>25 MR. SMITH: That's fine.</p> <p style="text-align: right;">Page 30</p>	<p>1 Q. Okay. So let's walk through this.</p> <p>2 You obtain leads from various sources; 3 is that correct?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. And then you're going to reach 6 out to those leads to potentially sell a vehicle 7 service contract, right?</p> <p>8 A. Yes.</p> <p>9 Q. Okay. After you contact the potential 10 client, you're going to find out what they're 11 qualified for; is that fair to say?</p> <p>12 A. Well, in some cases, the customer 13 contacts us.</p> <p>14 Q. Okay. Maybe they contact you; you 15 contact them. Once you're in touch with the 16 potential customer, you determine what they're 17 qualified for?</p> <p>18 A. Yes.</p> <p>19 Q. Okay. How do you go about doing that?</p> <p>20 A. Based on the customer's vehicle 21 characteristics, the year, make, model, and 22 mileage.</p> <p>23 Q. And then what do you do with that 24 information?</p> <p>25 A. We enter it into our CRM that allows us</p> <p style="text-align: right;">Page 32</p>
<p>1 BY MR. SMITH:</p> <p>2 Q. You can still answer.</p> <p>3 A. What was the question again?</p> <p>4 Q. I'm just trying to understand when the 5 first time throughout American Protection's sales 6 process they would contact SunPath about a 7 particular sale. Is it in the end, or is it at 8 some point along the way, for example, when 9 they're trying to find out if a customer is 10 qualified for a product?</p> <p>11 MR. TANDY: Object to the form. I'm 12 going to renew my objection to the compound 13 question. And as well, I'm not sure that it 14 is accurately characterizing Mr. Chukran's 15 testimony to the extent you're suggesting 16 that they only use SunPath, which I believe 17 he has already said is not the case. To the 18 extent you are testifying, Mr. Smith, I would 19 object to that.</p> <p>20 MR. SMITH: All right, Greg.</p> <p>21 BY MR. SMITH:</p> <p>22 Q. You can answer the question.</p> <p>23 A. So we provide the specifications in 24 terms of what would qualify for specific coverage 25 based on a customer's vehicle information.</p> <p style="text-align: right;">Page 31</p>	<p>1 to determine what coverage the particular customer 2 qualifies for.</p> <p>3 Q. Okay. And how does your CRM know which 4 product is best for the customer? Let me rephrase 5 that question. Sorry. I will strike that 6 question.</p> <p>7 What do you input into your CRM to 8 determine what customers will be best qualified 9 for?</p> <p>10 A. The year, make, model, and mileage 11 information of the vehicle.</p> <p>12 Q. All right. From, let's say, SunPath, if 13 you're selling a SunPath product, what information 14 would be in your CRM to determine if they qualify 15 for that product?</p> <p>16 A. A product availability.</p> <p>17 Q. Okay. While you're determining whether 18 o not they qualify for a product, do you ever 19 reach out to those service companies?</p> <p>20 MR. TANDY: Objection.</p> <p>21 THE WITNESS: I don't understand the 22 question.</p> <p>23 BY MR. SMITH:</p> <p>24 Q. Okay. Is it fair to say, if I say a 25 vehicle service company, I'm referring to SunPath</p> <p style="text-align: right;">Page 33</p>

<p>1 and the other parties who you sell their vehicle</p> <p>2 services contracts? Do you understand that?</p> <p>3 A. Yes.</p> <p>4 Q. Okay. So when you're trying to</p> <p>5 determine if a customer is qualified for a</p> <p>6 particular plan, do you ever contact these</p> <p>7 companies?</p> <p>8 A. No.</p> <p>9 Q. So American Protection would make that</p> <p>10 determination, and then they would provide the</p> <p>11 potential client with the best plan.</p> <p>12 MR. TANDY: I will object to the form</p> <p>13 and, again, object to the extent that you're</p> <p>14 characterizing Mr. Chukran's testimony</p> <p>15 regarding whether or not American Protection</p> <p>16 is making a determination.</p> <p>17 BY MR. SMITH:</p> <p>18 Q. You can answer.</p> <p>19 A. Again, we provide the specifications,</p> <p>20 plan specifications, by, in this case, SunPath</p> <p>21 which allows us to determine what is the best plan</p> <p>22 for the customer's needs.</p> <p>23 Q. Okay. And once you determine what's the</p> <p>24 best plan that customer is qualified for, then you</p> <p>25 go back to the customer and provide them with that</p> <p style="text-align: right;">Page 34</p>	<p>1 You can answer. I'm objecting to the</p> <p>2 form of the question.</p> <p>3 THE WITNESS: In some cases it would be</p> <p>4 rejected.</p> <p>5 BY MR. SMITH:</p> <p>6 Q. Can you tell me an example of why</p> <p>7 SunPath would reject a particular contract?</p> <p>8 MR. TANDY: Objection, Taylor, to the</p> <p>9 extent you're asking him to surmise why</p> <p>10 another company rejected the a contract. Or</p> <p>11 are you only asking if he's ever been told</p> <p>12 specific reasons? Because the first way I'm</p> <p>13 going to object that that's speculation. But</p> <p>14 if it's the second reason, then I would ask</p> <p>15 you to ask that specific question.</p> <p>16 Does that make sense?</p> <p>17 MR. SMITH: I understand what you're</p> <p>18 saying.</p> <p>19 BY MR. SMITH:</p> <p>20 Q. Would you ever receive a rationale for</p> <p>21 why SunPath would have rejected one of</p> <p>22 American Protection's sales contracts?</p> <p>23 A. Yes.</p> <p>24 Q. What would those rationales be?</p> <p>25 A. It could have been that the title of the</p> <p style="text-align: right;">Page 36</p>
<p>1 plan?</p> <p>2 A. I'm sorry, repeat the question please.</p> <p>3 Q. Once you determine which plan a customer</p> <p>4 is best qualified for, then you back to the</p> <p>5 customer and provide them with the plan that you</p> <p>6 believe best suits their needs?</p> <p>7 A. Yes.</p> <p>8 Q. Okay. And then the customer can either</p> <p>9 say, no, I don't want that plan, or, yes, I do?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. What happens if the customer</p> <p>12 says, All right, I want to purchase that plan?</p> <p>13 MR. TANDY: Objection. I'm not sure I</p> <p>14 understood your question, Taylor.</p> <p>15 BY MR. SMITH:</p> <p>16 Q. I'm just trying to understand how they</p> <p>17 go about closing the sales process. What happens</p> <p>18 after a customer says, All right, I will purchase</p> <p>19 that vehicle service plan?</p> <p>20 A. We receive information, and that</p> <p>21 information is then submitted, in this case,</p> <p>22 SunPath for fulfillment.</p> <p>23 Q. And would SunPath always accept that</p> <p>24 contract, or would they sometimes decline it?</p> <p>25 MR. TANDY: Objection.</p> <p style="text-align: right;">Page 35</p>	<p>1 vehicle was rebuilt or rebranded.</p> <p>2 Q. Any other reasons?</p> <p>3 A. That's most of the -- that would be the</p> <p>4 most.</p> <p>5 Q. Okay. Let's say SunPath rejected one of</p> <p>6 the contracts. Would American Protection go about</p> <p>7 trying to fix the issue with SunPath and submit it</p> <p>8 again?</p> <p>9 A. No. If the vehicle does not qualify for</p> <p>10 coverage, there's really nothing we can do.</p> <p>11 Q. Okay. And if SunPath rejects the</p> <p>12 contract, would American Protection ever say, All</p> <p>13 right, well, then we have these other options with</p> <p>14 one of the other companies that you work with?</p> <p>15 A. No.</p> <p>16 Q. Okay. You said you entered the payment</p> <p>17 information and submit it to, in this case,</p> <p>18 SunPath.</p> <p>19 Where would you enter that payment</p> <p>20 information?</p> <p>21 A. Into our CRM system.</p> <p>22 Q. The CRM.</p> <p>23 And does SunPath have access to that CRM</p> <p>24 system?</p> <p>25 A. I'm not sure.</p> <p style="text-align: right;">Page 37</p>

<p>1 Q. How would SunPath receive that 2 information? 3 A. They would receive a feed from the CRM 4 system. 5 Q. A feed. 6 Okay. So would that -- do you know if 7 that would communicate with one of SunPath's 8 systems? 9 A. I assume. I don't know. 10 Q. Okay. 11 A. I have never seen the operation. 12 Q. Is the CRM -- did SunPath recommend that 13 you use this specific CRM? 14 A. No. 15 Q. Do you know the name of the CRM? 16 A. Yes. 17 Q. What is it? 18 A. Inline CRM. 19 Q. And when did you start using that? 20 A. I believe around 2018. 21 Q. Did you provide SunPath with access to 22 that CRM? 23 A. No. 24 Q. When you say they would receive a fee, 25 can you elaborate on that, what you mean by that?</p> <p style="text-align: right;">Page 38</p>	<p>1 just -- 2 A. Yes, yes. 3 Q. Okay. Can you tell me what department 4 that you would be appointed with on behalf of 5 SunPath? 6 MR. TANDY: Objection. 7 You can answer. 8 THE WITNESS: The Florida department of 9 licenses. I don't remember the exact name. 10 BY MR. SMITH: 11 Q. Okay. 12 A. It's something that SunPath handles. 13 Q. Okay. Do you know if 14 American Protection is SunPath's only agent in 15 Florida? 16 A. We are not. 17 Q. You're not. 18 Okay. And did American Protection 19 receive a copy of documents reflecting this 20 appointment by SunPath? 21 A. Yes. 22 Q. Do you still have that document? 23 A. Yes. 24 Q. Does SunPath provide any other oversight 25 over American Protection's business?</p> <p style="text-align: right;">Page 40</p>
<p>1 A. I'm not sure of the technical process in 2 place, so I would -- I don't want to provide 3 inaccurate information. I would assume that it's 4 some kind of feed that goes from the CRM to 5 SunPath's office. 6 Q. Okay. 7 A. It depends on what language or how it's 8 done. I'm not sure. 9 Q. Does SunPath have any systems that they 10 provided American Protection with access to? 11 A. No. 12 Q. Does SunPath provide any resources to 13 American Protection? 14 A. No. 15 Q. Okay. Do they provide any oversight 16 over your business? 17 A. We are appointed by SunPath in Florida 18 in terms of the agent of record. 19 Q. What does that mean? 20 A. That means that SunPath appoints us as 21 an agent of record in Florida in terms of 22 licensing or in terms of the ability to sell this 23 product. 24 Q. Okay. And when you say "appoints," is 25 this through a government database, or is this</p> <p style="text-align: right;">Page 39</p>	<p>1 MR. TANDY: Objection to form and to, 2 again, the fact that you're testifying for 3 Mr. Chukran suggesting that he has testified 4 that SunPath does provide oversight, which I 5 don't believe that is the testimony before 6 us. 7 BY MR. SMITH: 8 Q. You can answer. 9 A. What was the question again? I'm sorry. 10 Q. Yeah. Does SunPath provide any other 11 oversight over American Protection's business? 12 MR. TANDY: Objection. 13 You can answer, Kobi. 14 THE WITNESS: I'm not really sure what 15 you mean in terms of oversight. 16 BY MR. SMITH: 17 Q. All right. Let's see. Does SunPath 18 ever ask for information about your sales? 19 A. They have -- they have a copy of our 20 sales, yes. 21 Q. They have a copy of your sales. 22 How would they receive that copy? 23 A. They receive a copy of our sales, of our 24 SunPath sales, yes. 25 Q. Do they receive a report by the month,</p> <p style="text-align: right;">Page 41</p>

<p>1 or how do they receive that?</p> <p>2 A. Via the same feed I was referring to</p> <p>3 earlier.</p> <p>4 Q. Okay. So they would receive a copy of</p> <p>5 each sale; is that fair to say?</p> <p>6 A. Yes.</p> <p>7 Q. Does SunPath provide any operational</p> <p>8 standards that American Protection has to abide</p> <p>9 by?</p> <p>10 MR. TANDY: Objection.</p> <p>11 MR. CAFFAS: Can I also interject, not</p> <p>12 to object as well, but to ask that, Aaron,</p> <p>13 when you object, could you specify for the</p> <p>14 record the basis for your objection just</p> <p>15 so --</p> <p>16 MR. TANDY: Sure. My basis for the</p> <p>17 objection is form. I don't think there's</p> <p>18 been a definition of the term that Taylor was</p> <p>19 using. So I apologize. I will try to do</p> <p>20 that, Greg, more often.</p> <p>21 MR. CAFFAS: No problem. I just want to</p> <p>22 make sure I'm not chiming in for something</p> <p>23 that you've chosen to object to.</p> <p>24 MR. TANDY: Sure.</p> <p>25 THE WITNESS: The only such oversight</p> <p style="text-align: right;">Page 42</p>	<p>1 A. No.</p> <p>2 Q. Does SunPath provide any training on the</p> <p>3 Virginia Telephone Privacy Act?</p> <p>4 A. No.</p> <p>5 Q. Does SunPath have any policies and</p> <p>6 procedures that they require you to follow related</p> <p>7 to telemarketing?</p> <p>8 A. If so, it would be the highlighted in</p> <p>9 the Seller Agreement.</p> <p>10 Q. Okay. Nothing beyond the Seller</p> <p>11 Agreement?</p> <p>12 A. Not to my immediate knowledge.</p> <p>13 Q. Okay. Does SunPath have any policies</p> <p>14 and procedures that they require</p> <p>15 American Protection to follow with respect to the</p> <p>16 Telephone Consumer Protection Act?</p> <p>17 A. No, with the exception of asking to</p> <p>18 remove some numbers from time to time.</p> <p>19 Q. Okay. And does SunPath have any</p> <p>20 policies and procedures that they require to you</p> <p>21 follow related to the Virginia Telephone Privacy</p> <p>22 Act?</p> <p>23 A. Not to my knowledge.</p> <p>24 Q. Does American Protection sell SunPath's</p> <p>25 products throughout the U.S., or is it limited in</p> <p style="text-align: right;">Page 44</p>
<p>1 would be highlighted in the Seller Agreement</p> <p>2 between American Protection and SunPath.</p> <p>3 BY MR. SMITH:</p> <p>4 Q. Okay. Did SunPath ever provide any</p> <p>5 guidance on telemarketing?</p> <p>6 A. Whatever is listed within the Seller</p> <p>7 Agreement with SunPath.</p> <p>8 Q. Okay. Nothing else?</p> <p>9 A. From time to time we would receive an</p> <p>10 e-mail from Mr. Sporn with specific numbers that</p> <p>11 have to be added to our internal DNC list.</p> <p>12 Q. How frequently would you receive those?</p> <p>13 A. I don't know if there was a particular</p> <p>14 way to quantify that.</p> <p>15 Q. Okay. Any other guidance?</p> <p>16 A. No.</p> <p>17 Q. Okay. Did SunPath ever provide any</p> <p>18 training to American Protection?</p> <p>19 A. No.</p> <p>20 Q. Does SunPath ever have any seminars,</p> <p>21 gatherings, or meetings that they would invite</p> <p>22 American Protection to?</p> <p>23 A. No.</p> <p>24 Q. Does SunPath provide any training on the</p> <p>25 Telephone Consumer Protection Act?</p> <p style="text-align: right;">Page 43</p>	<p>1 territorial scope?</p> <p>2 A. It is limited to the states SunPath</p> <p>3 operates in.</p> <p>4 Q. And do you know those states?</p> <p>5 A. Not offhand.</p> <p>6 Q. Okay. Does SunPath put any pressure on</p> <p>7 American Protection to make a certain number of</p> <p>8 sales each month?</p> <p>9 A. No.</p> <p>10 Q. Does SunPath require American Protection</p> <p>11 to maintain a do-not-call list?</p> <p>12 A. No.</p> <p>13 Q. Does SunPath have a do-not-call list</p> <p>14 that American Protection is required to adhere to?</p> <p>15 A. No.</p> <p>16 Q. Does SunPath permit American Protection</p> <p>17 to use its name in marketing materials?</p> <p>18 A. I believe so, yes.</p> <p>19 Q. Does SunPath restrict how</p> <p>20 American Protection can market?</p> <p>21 A. Everything would be highlighted in the</p> <p>22 Seller Agreement.</p> <p>23 Q. But nothing beyond a Seller Agreement?</p> <p>24 A. Not to my knowledge.</p> <p>25 Q. Okay. Can you tell me how SunPath would</p> <p style="text-align: right;">Page 45</p>



<p>1 compensate American Protection for the sale of one 2 of its vehicle service contracts?</p> <p>3 MR. TANDY: I'm going to object to the 4 extent of relevance, but I will leave that -- 5 I don't know that it's protected by the 6 contract.</p> <p>7 MR. CAFFAS: I will also object to the 8 form in that it's leading, suggesting that 9 SunPath does pay American Protection at all, 10 which I don't believe that's in the 11 testimony, so I will object, again, to 12 leading, as I believe that's your testimony, 13 Mr. Smith.</p> <p>14 BY MR. SMITH:</p> <p>15 Q. You can answer, Kobi.</p> <p>16 A. SunPath does not compensate us for the 17 sales. We are -- we pay SunPath a cost for the 18 policy, and we then collect the payments from the 19 customer.</p> <p>20 Q. Okay. So American Protection, would 21 they set the price of the vehicle service 22 contracts?</p> <p>23 A. Yes.</p> <p>24 Q. Okay. And, then, a portion of that is 25 the cost of the contract. Is that fair to say?</p> <p style="text-align: right;">Page 46</p>	<p>1 June 29th, 2017; is that correct?</p> <p>2 A. Yes.</p> <p>3 May I ask for a quick five-minute break?</p> <p>4 MR. SMITH: Of course. Yeah, let's take 5 a break. 6 (A recess was taken.) 7 MR. SMITH: Back on the record.</p> <p>8 BY MR. SMITH:</p> <p>9 Q. And let me share my screen again. All 10 right. Kobi, again, I'm showing you what's been 11 marked as Exhibit 2.</p> <p>12 You previously testified that this is an 13 agreement between SunPath and American Protection, 14 right?</p> <p>15 A. That seems to be.</p> <p>16 Q. It looks like it's dated June 29th, 17 2017, right?</p> <p>18 A. Yes.</p> <p>19 Q. Would that have been the date that your 20 relationship with SunPath began?</p> <p>21 A. Yes.</p> <p>22 Q. All right. I will draw your attention 23 to the third "whereas" paragraph, where it says, 24 "Company desires to have CCM market the products 25 to customers for which CCM will be compensated as</p> <p style="text-align: right;">Page 48</p>
<p>1 A. Yes.</p> <p>2 Q. And that's the portion that 3 American Protection has to provide to SunPath?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. And then whatever amount above 6 that cost portion American Protection keeps 7 themselves?</p> <p>8 A. Yes.</p> <p>9 Q. Got it.</p> <p>10 All right. Let me put up my next 11 exhibit. Give me a second. 12 (Exhibit No. 2 was marked for 13 identification.)</p> <p>14 BY MR. TANDY:</p> <p>15 Q. All right. I'm showing you what has 16 been marked as Exhibit 2.</p> <p>17 Do you recognize this document?</p> <p>18 A. Yes.</p> <p>19 Q. Can you tell me what it is?</p> <p>20 A. I believe this is the Call Center 21 Marketing Agreement.</p> <p>22 Q. And that agreement is between SunPath 23 and American Protection; is that correct?</p> <p>24 A. Yes.</p> <p>25 Q. It looks like it was entered into on</p> <p style="text-align: right;">Page 47</p>	<p>1 set forth below."</p> <p>2 Do you see that?</p> <p>3 A. Yes.</p> <p>4 Q. Is it fair to say that SunPath entered 5 this agreement to have American Protection sell 6 its vehicle service plans?</p> <p>7 A. Yes.</p> <p>8 Q. All right. And then underneath the 9 "general provisions," paragraph 1, it says, "The 10 company grants CCM authority to solicit customers 11 on a nonexclusive basis only in the territory 12 defined in Addendum B hereto."</p> <p>13 Do you see that?</p> <p>14 A. Yes.</p> <p>15 Q. And if we scroll down to Addendum B, 16 which is on page 7 of this exhibit, it states, 17 "The geographic territory in which CCM may solicit 18 sales of products offered by the company shall be 19 exclusive and limited to all states in the 20 continental U.S. except TBD."</p> <p>21 Do you see that?</p> <p>22 A. Yes.</p> <p>23 Q. So is this provisions just letting 24 American Protection market its products throughout 25 the U.S.?</p> <p style="text-align: right;">Page 49</p>



<p>1 A. I'm sorry?</p> <p>2 Q. Does this provision just let</p> <p>3 American Protection market SunPath products</p> <p>4 throughout the United States?</p> <p>5 A. Not necessarily. And it says "TBD," to</p> <p>6 be determined, from my understanding.</p> <p>7 Q. Okay. Have you received anything</p> <p>8 additional from SunPath that would have amended</p> <p>9 this agreement?</p> <p>10 A. Not that I specifically have at my</p> <p>11 disposal at this moment.</p> <p>12 Q. Okay. Is that a "yes," through?</p> <p>13 A. I don't know.</p> <p>14 Q. You don't know?</p> <p>15 A. I don't know.</p> <p>16 Q. All right. I will turn back to page 1</p> <p>17 of your general provisions paragraph 2. It says,</p> <p>18 "CCM shall at all times adhere to company's</p> <p>19 written standards of conduct prescribed by company</p> <p>20 from time to time and in its sole discretion."</p> <p>21 Do you see that?</p> <p>22 A. Yes.</p> <p>23 Q. And then at the end of that paragraph,</p> <p>24 it says, A copy of the standards of conduct is</p> <p>25 attached hereto as Exhibit 1."</p> <p style="text-align: right;">Page 50</p>	<p>1 other.</p> <p>2 Q. You don't remember one way or the other.</p> <p>3 Did you do anything to search for those?</p> <p>4 A. In my responses to the subpoena, I</p> <p>5 provided what I have on file.</p> <p>6 Q. Okay. When you say what you have on</p> <p>7 file, what are you referring to "as on file"?</p> <p>8 MR. TANDY: Objection.</p> <p>9 You can answer.</p> <p>10 THE WITNESS: I believe there were one</p> <p>11 or two documents, the Call Center Marketing</p> <p>12 Agreement and the Seller Agreement.</p> <p>13 BY MR. SMITH:</p> <p>14 Q. Okay. I'm trying to understand what</p> <p>15 repositories were searched for responsive</p> <p>16 documents.</p> <p>17 A. My file.</p> <p>18 Q. Is that a physical filing cabinet?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. And is that where</p> <p>21 American Protection keeps all of its legal</p> <p>22 documents?</p> <p>23 A. Yes.</p> <p>24 Q. Does it keep any virtual documents?</p> <p>25 A. Yes.</p> <p style="text-align: right;">Page 52</p>
<p>1 Do you see that?</p> <p>2 A. Yes.</p> <p>3 Q. Let me scroll through it. On page 8, it</p> <p>4 states, "Exhibit 1, standards of conduct," and it</p> <p>5 says, "See attached."</p> <p>6 Do you see that?</p> <p>7 A. Yes.</p> <p>8 Q. Do you know if there were additional</p> <p>9 documents attached to this document?</p> <p>10 A. I have provided all of the information,</p> <p>11 all of the files that I have on file.</p> <p>12 Q. You have provided everything you have on</p> <p>13 file. Is that what you said?</p> <p>14 A. I believe those two documents, this one</p> <p>15 and there was a --</p> <p>16 Q. Okay. It seems that there used to be</p> <p>17 the standards of conduct attached to this</p> <p>18 document; is that fair to say?</p> <p>19 MR. TANDY: Objection.</p> <p>20 THE WITNESS: I'm not sure. Again, this</p> <p>21 is dating back to 2017.</p> <p>22 BY MR. SMITH:</p> <p>23 Q. Okay. Do you recall SunPath ever</p> <p>24 providing any standards of conduct?</p> <p>25 A. Again, I don't remember one way or the</p> <p style="text-align: right;">Page 51</p>	<p>1 Q. Where would those be kept?</p> <p>2 A. On my computer.</p> <p>3 Q. Would it be in, like, Dropbox, or would</p> <p>4 it be on your hard drive?</p> <p>5 A. On the hard drive.</p> <p>6 Q. Hard drive.</p> <p>7 Okay. And did American Protection</p> <p>8 search the computer hard drive for any responsive</p> <p>9 documents?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. Let's to back to page 1 of</p> <p>12 Exhibit 2. Paragraph 3 under the "general</p> <p>13 conditions," it says, "The company agrees to</p> <p>14 provide CCM with product forms, promotional</p> <p>15 materials, rates, and other materials (the</p> <p>16 Promotional Materials) needed to properly secure</p> <p>17 and service customers procured by CCM."</p> <p>18 Do you see that?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. Did SunPath ever provide any</p> <p>21 professional materials to American Protection?</p> <p>22 MR. TANDY: Objection. Asked and</p> <p>23 answered.</p> <p>24 THE WITNESS: No, I don't recall.</p> <p>25 BY MR. SMITH:</p> <p style="text-align: right;">Page 53</p>

<p>1 Q. Did they provide any product forms?</p> <p>2 A. I don't recall.</p> <p>3 Q. Do they provide any rates or other</p> <p>4 materials that would be responsive that would</p> <p>5 relate to this paragraph?</p> <p>6 A. Yes.</p> <p>7 Q. What do they provide?</p> <p>8 A. The rates of their coverage claims.</p> <p>9 Q. Okay. Paragraph 4 on page 1 says, "CCM</p> <p>10 shall install or arrange for the installation of</p> <p>11 the company's products in accordance with the</p> <p>12 company's policies and procedures as changed</p> <p>13 and/or updated from time to time."</p> <p>14 Do you see that?</p> <p>15 A. Yes.</p> <p>16 Q. Can you tell me what that paragraph</p> <p>17 means?</p> <p>18 A. I would assume this means the product</p> <p>19 rates, product information.</p> <p>20 MR. TANDY: Taylor, I'm going to</p> <p>21 instruct -- I don't think you want Kobi to</p> <p>22 speculate or to guess, I assume, so I just</p> <p>23 want to correct the instruction that says to</p> <p>24 the extent that he doesn't know, then I don't</p> <p>25 think you want, you know, I don't think you</p> <p style="text-align: right;">Page 54</p>	<p>1 Q. Does that paragraph require</p> <p>2 American Protection to actively promote SunPath</p> <p>3 vehicle service plans?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. Paragraph 6 says, "CCM shall</p> <p>6 perform such other acts as are necessary for the</p> <p>7 proper conduct of the business and for the</p> <p>8 protection and safeguard of the interests of the</p> <p>9 company in accordance with the company's policies</p> <p>10 and procedures."</p> <p>11 Do you see that?</p> <p>12 A. Yes.</p> <p>13 Q. Does that paragraph require</p> <p>14 American Protection to carry out its business in a</p> <p>15 way that will protect SunPath's interests?</p> <p>16 A. Again, I'm not sure. I will have to</p> <p>17 reread the entire document to provide a proper</p> <p>18 answer for that.</p> <p>19 Q. Okay. You previously testified that you</p> <p>20 reviewed this document in preparation for this</p> <p>21 deposition, right?</p> <p>22 A. Yes, yes.</p> <p>23 Q. I'm just asking about that paragraph.</p> <p>24 I'm not asking about the entire document. Can</p> <p>25 you -- do you have an understanding of that</p> <p style="text-align: right;">Page 56</p>
<p>1 want speculation. So when I hear the word</p> <p>2 "assume" I worry, so I just want to put that</p> <p>3 on the record.</p> <p>4 MR. SMITH: This one is his</p> <p>5 understanding, I believe.</p> <p>6 MR. TANDY: Okay. If he knows it or has</p> <p>7 an understanding. I thought you said what it</p> <p>8 means, and I think he said "I assume." So,</p> <p>9 again, I just want to make sure we're not</p> <p>10 getting speculation on the record and you're</p> <p>11 getting a clean record.</p> <p>12 BY MR. SMITH:</p> <p>13 Q. All right. Let's move to paragraph 5.</p> <p>14 It says, "CCM agrees to actively market the</p> <p>15 products."</p> <p>16 Do you see that?</p> <p>17 A. Yes. Let me just move this out of the</p> <p>18 way. Yes.</p> <p>19 Q. Okay. Does that paragraph require</p> <p>20 American Protection to actively market SunPath</p> <p>21 vehicle service plans?</p> <p>22 A. Allow me to please read the paragraph.</p> <p>23 Thank you.</p> <p>24 Q. Sure.</p> <p>25 A. What was the question again?</p> <p style="text-align: right;">Page 55</p>	<p>1 paragraph?</p> <p>2 MR. TANDY: Objection.</p> <p>3 MR. CAFFAS: Yeah. I'm going to object</p> <p>4 to form that I'm not quite sure what you're</p> <p>5 asking about the agreement or the specific</p> <p>6 paragraph at this point. I think there are</p> <p>7 multiple questions in there.</p> <p>8 BY MR. SMITH:</p> <p>9 Q. Okay. Can you tell me what your</p> <p>10 understanding of paragraph 6 of this agreement is?</p> <p>11 A. Again, I'm not sure I understand the</p> <p>12 question. The a very broad question.</p> <p>13 Q. I'm just asking what your understanding</p> <p>14 of paragraph 6 is.</p> <p>15 A. "Shall perform such other acts as are</p> <p>16 necessary for the proper conduct of the business."</p> <p>17 It's just the quality of the scan is a little hard</p> <p>18 to view. "And for the protection and safeguarding</p> <p>19 of the interests of the company in accordance with</p> <p>20 the company's policies and procedures."</p> <p>21 I think it's just as it sounds.</p> <p>22 Q. Okay. Paragraph 7 --</p> <p>23 MR. CAFFAS: At this stage, I'm going to</p> <p>24 object to the extent this is redundant and</p> <p>25 these questions, to the extent we're going to</p> <p style="text-align: right;">Page 57</p>

<p>1 walk through an entire agreement, largely are 2 asked and answered, because this, I believe, 3 began by asking if Mr. Chukran read and 4 agreed -- 5 MR. SMITH: You're continuing to submit 6 speaking objection. You can object to the 7 code. There's nothing wrong with asking 8 questions about a document. This is my 9 deposition. I'm going to ask about 10 paragraphs of the agreement that 11 American Protection. Keep it to -- 12 MR. CAFFAS: This leads to us being 13 prejudiced to who knows how much time we'll 14 have left at the end of today if we're going 15 to read through this line by line. I think 16 that would be my primary concern. 17 So I apologize if I'm submitting 18 speaking objections, but this is more just a 19 general note about how long we're going to be 20 here if he's going to read through a contract 21 that he's already stated that he's signed and 22 agreed to. 23 MR. SMITH: I believe it's limited to 24 seven hours, so we'll be out by seven years. 25 MR. CAFFAS: You may be. Again, I think Page 58</p>	<p>1 "maintenance" refers to. He's not clear what 2 "maintenance" refers to in this context. 3 THE WITNESS: I'm not clear as to what 4 "maintenance" refers to. 5 BY MR. SMITH: 6 Q. Okay. Once American Protection sells 7 one of SunPath's vehicle protection plans, is 8 there a continued relationship with that client 9 that American Protection has? 10 A. Yes. 11 Q. How long would that relationship be? 12 A. For the lifetime of the agreement. 13 Q. Okay. And what would 14 American Protection's responsibilities be through 15 the lifetime of that agreement? 16 A. The customer might ask us for the 17 numbers to the claims department or might call us 18 to find out if something in particular is covered 19 within the plan. 20 Q. Okay. And we previously discussed, when 21 a contract was sold, the division of moneys from 22 American Protection to SunPath, right? 23 A. Yes. 24 Q. Now, these contracts, they're on a 25 monthly basis, right? These customers pay a Page 60</p>
<p>1 you may be prejudicing the other parties 2 sitting at this deposition. 3 MR. SMITH: SunPath is free to serve a 4 notice of deposition and subpoena and do 5 their own deposition as well. 6 BY MR. SMITH: 7 Q. All right. Kobi, paragraph 7, "CCM 8 shall provide continued maintenance and servicing 9 to customers in accordance with the company's 10 policies and procedures." 11 Do you see that? 12 A. Yes. 13 Q. What is this agreement referring to when 14 it's discussing maintenance? 15 A. I'm not sure. 16 Q. You don't know. 17 Did American Protection provide any 18 maintenance of existing clients for SunPath? 19 MR. TANDY: Objection. 20 BY MR. SMITH: 21 Q. Did American Protection provide any 22 maintenance of any existing clients on behalf of 23 SunPath? 24 MR. CAFFAS: I will object to vagueness. 25 He's already stated he doesn't know what Page 59</p>	<p>1 certain amount each month? 2 A. Yes. 3 Q. Okay. Who do they pay that amount to? 4 A. To us. 5 Q. And then does a share of that each month 6 go to SunPath or does -- or how does that work? 7 A. No. 8 MR. CAFFAS: Objection. Asked and 9 answered. 10 BY MR. SMITH: 11 Q. Go ahead. 12 A. No. SunPath bills us for a policy. 13 Q. Okay. So after a policy is sold, 14 American Protection has to pay the cost of the 15 policy to SunPath; is that fair to say? 16 A. Yes. 17 Q. How soon do they have to pay that cost? 18 A. We've at various times have had to pay 19 for the cost. 20 Q. Can you give me an estimate on the 21 amount of time that you have? 22 A. Somewhere between some months and -- 23 between 30 days and more. 24 Q. Okay. And then is it fair to say that 25 it's American Protection's responsibility to Page 61</p>

<p>1 collect each monthly payment from those clients?</p> <p>2 A. Yes.</p> <p>3 Q. Okay. What happens if they cancel their</p> <p>4 contract or stop paying?</p> <p>5 A. Then the plan --</p> <p>6 MR. CAFFAS: Object to the form.</p> <p>7 THE WITNESS: Then the contract is</p> <p>8 cancelled.</p> <p>9 BY MR. SMITH:</p> <p>10 Q. Does SunPath provide a refund of the</p> <p>11 cost to American Protection then?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. I will scroll to page 2,</p> <p>14 paragraph 10. Give me one second. All right. So</p> <p>15 it says, "All amounts constituting product seller</p> <p>16 cost and/or net price which are received by CCM</p> <p>17 shall be held in trust by CCM for the company's</p> <p>18 sole benefit."</p> <p>19 Do you see that?</p> <p>20 A. Yes.</p> <p>21 Q. Is product seller costs in this context,</p> <p>22 is that the cost that you were referring to that</p> <p>23 gets paid to SunPath?</p> <p>24 A. Yes.</p> <p>25 Q. And is net price in this context, is</p> <p style="text-align: right;">Page 62</p>	<p>1 on behalf of SunPath after they make the sale.</p> <p>2 MR. CAFFAS: Objection. Form and</p> <p>3 relevance. We're not here for your</p> <p>4 understanding.</p> <p>5 THE WITNESS: It is my understanding</p> <p>6 that American Protection would submit the</p> <p>7 cost of the product to SunPath.</p> <p>8 BY MR. SMITH:</p> <p>9 Q. Okay. Does this paragraph create a</p> <p>10 fiduciary duty that American Protection owes to</p> <p>11 SunPath?</p> <p>12 MR. CAFFAS: Objection. Calls for</p> <p>13 speculation.</p> <p>14 MR. TANDY: And I'm going to object that</p> <p>15 the witness is not a lawyer. And to the</p> <p>16 extent that answering the question would</p> <p>17 require him to explain some type of legal</p> <p>18 relationship that will impinge on the</p> <p>19 attorney-client privilege and any advice he</p> <p>20 may have received from myself or others,</p> <p>21 other attorneys, I'm instructing him not to</p> <p>22 answer that question.</p> <p>23 MR. SMITH: You're instructing him not</p> <p>24 to answer based on the --</p> <p>25 MR. TANDY: I'm instructing him not to</p> <p style="text-align: right;">Page 64</p>
<p>1 that the amount that American Protection gets to</p> <p>2 keep for each sale?</p> <p>3 A. Yes.</p> <p>4 Q. Okay. And so is it fair to say that</p> <p>5 this paragraph requires American Protection to</p> <p>6 hold SunPath's portion of the financials in trust</p> <p>7 on behalf of SunPath?</p> <p>8 A. I'm sorry, can you repeat the question?</p> <p>9 Q. Yeah.</p> <p>10 Is it fair to say that this paragraph</p> <p>11 requires American Protection to hold SunPath's</p> <p>12 portion of the financials for each sale in trust</p> <p>13 on behalf of SunPath?</p> <p>14 MR. CAFFAS: I will object to the form.</p> <p>15 I believe that's -- I think it's vague. I</p> <p>16 didn't understand the question, and to the</p> <p>17 extent it's leading.</p> <p>18 BY MR. SMITH:</p> <p>19 Q. You can answer.</p> <p>20 A. Yeah. Again, I'm having a hard time</p> <p>21 also understanding not only the question but also</p> <p>22 the relevance to this topic at hand.</p> <p>23 Q. I'm trying to understand. If I</p> <p>24 understand this correctly, American Protection is</p> <p>25 required to hold the product seller cost in trust</p> <p style="text-align: right;">Page 63</p>	<p>1 answer the question as to whether or not</p> <p>2 somebody has informed him with enough</p> <p>3 information or legal advice to determine</p> <p>4 whether or not some sort of fiduciary</p> <p>5 relationship has occurred. He's not a</p> <p>6 lawyer.</p> <p>7 And, Mr. Smith, I have let you go a long</p> <p>8 time, but he's not a lawyer, and he's not</p> <p>9 going to answer legal questions that are</p> <p>10 determined down the road.</p> <p>11 MR. SMITH: You can certainly object to</p> <p>12 a legal conclusion, but that's not a basis to</p> <p>13 instruct a witness not to answer a question.</p> <p>14 MR. TANDY: No, no. Wait. I'm</p> <p>15 instructing him that to the extent that he</p> <p>16 was provided with legal advice from an</p> <p>17 attorney that would need to be disclosed in</p> <p>18 answering your question, I'm instructing him</p> <p>19 not to answer that question for that purpose.</p> <p>20 So if you want to ask him -- Mr. Smith,</p> <p>21 if you want to ask him a "yes" or "no"</p> <p>22 question, Did somebody tell you that</p> <p>23 American Protection is a fiduciary for</p> <p>24 SunPath? you can ask that "yes" or "no"</p> <p>25 question. But what you can't ask is how he</p> <p style="text-align: right;">Page 65</p>

<p>1 the time you're placing calls. So at the time</p> <p>2 American Protection places a call, does it know</p> <p>3 which company's vehicle service plans it will be</p> <p>4 pitching on the call?</p> <p>5 A. No.</p> <p>6 Q. Okay. Is that information determined</p> <p>7 later based upon the potential client's vehicle's</p> <p>8 make, model, and year?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. And can you tell me what portion</p> <p>11 of your business is generated through</p> <p>12 telemarketing?</p> <p>13 MR. CAFFAS: I will object as to vague.</p> <p>14 I don't believe telemarketing has been</p> <p>15 established definition-wise.</p> <p>16 THE WITNESS: I'm not sure what you mean</p> <p>17 by "telemarketing," as well.</p> <p>18 BY MR. SMITH:</p> <p>19 Q. When you place calls to potential</p> <p>20 clients to sell products, that would be</p> <p>21 telemarketing. So I need to understand how much</p> <p>22 of your business comes from telemarketing</p> <p>23 activities.</p> <p>24 A. So if I send out the postcard to a</p> <p>25 customer and they call us to request information,</p> <p style="text-align: right;">Page 74</p>	<p>1 THE WITNESS: I don't recall exactly</p> <p>2 back then.</p> <p>3 BY MR. SMITH:</p> <p>4 Q. All right. When did American Protection</p> <p>5 start utilizing telemarketing to sell products?</p> <p>6 MR. TANDY: Objection. Just so I'm</p> <p>7 clear, Taylor, when you say the word</p> <p>8 "telemarketing," for purposes of this</p> <p>9 deposition, you're talking about outbound</p> <p>10 calls that are not generated from the -- from</p> <p>11 a prior contact?</p> <p>12 MR. SMITH: No. I'm talking about any</p> <p>13 outbound call.</p> <p>14 MR. TANDY: Okay. But --</p> <p>15 MR. SMITH: Maybe we should talk about</p> <p>16 mailing.</p> <p>17 THE WITNESS: Maybe that will help.</p> <p>18 BY MR. SMITH:</p> <p>19 Q. Based on your responses before, it's my</p> <p>20 understanding that American Protection mails out</p> <p>21 postcards and letters to potential clients; is</p> <p>22 that true?</p> <p>23 A. Yes.</p> <p>24 Q. Okay. And then is the hope of that that</p> <p>25 those potential clients will call</p> <p style="text-align: right;">Page 76</p>
<p>1 does that count as telemarketing?</p> <p>2 Q. No. I'm specifically discussing</p> <p>3 outbound calls. Sorry.</p> <p>4 A. Okay.</p> <p>5 MR. CAFFAS: Before Mr. Chukran answers,</p> <p>6 I will object to vague to make sure. Maybe</p> <p>7 it will help if you re-ask the question based</p> <p>8 on --</p> <p>9 MR. SMITH: Yeah, that's fine.</p> <p>10 BY MR. SMITH:</p> <p>11 Q. Can you tell me the difference between</p> <p>12 the portion of your business that is generated via</p> <p>13 mailings and via telemarketing outbound calls?</p> <p>14 MR. CAFFAS: Objection.</p> <p>15 THE WITNESS: As to what period of time?</p> <p>16 BY MR. SMITH:</p> <p>17 Q. The relevant time period, which would be</p> <p>18 January 26th, 2018, through the present.</p> <p>19 MR. TANDY: I'm going to object that</p> <p>20 that's overbroad, unless you can make a</p> <p>21 generalization over an almost six-year</p> <p>22 period.</p> <p>23 MR. SMITH: It's four years.</p> <p>24 MR. TANDY: Four and a half, five.</p> <p>25 Okay. A four-and-a-half-year period.</p> <p style="text-align: right;">Page 75</p>	<p>1 American Protection to inquire about products or</p> <p>2 services?</p> <p>3 A. Yes.</p> <p>4 Q. Okay. And does -- sorry. Strike that.</p> <p>5 After those consumers call in, does</p> <p>6 SunPath -- sorry. Strike that.</p> <p>7 After those consumers call in, does</p> <p>8 American Protection sometimes place additional</p> <p>9 calls to that individual to sell vehicle service</p> <p>10 plans?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. Does American Protection ever</p> <p>13 just place calls to consumers that they haven't</p> <p>14 previously sent a mailer to?</p> <p>15 A. I'm sorry, repeat the question.</p> <p>16 Q. Yeah.</p> <p>17 Does American Protection ever place</p> <p>18 telemarketing calls to consumers that it hasn't</p> <p>19 previously sent a mailer to?</p> <p>20 A. We only contact prospects that have</p> <p>21 requested information about those services. I</p> <p>22 don't know if -- if you define that as</p> <p>23 telemarketing or not, but that's the only -- we</p> <p>24 have no interest in just contacting folks that</p> <p>25 have no interest in our products.</p> <p style="text-align: right;">Page 77</p>



<p>1 Q. Sure.</p> <p>2 When you say "requested information,"</p> <p>3 what are you referring to? Is it just via the</p> <p>4 mail and postcard, or is it via other means?</p> <p>5 A. Via other means.</p> <p>6 Q. What other means?</p> <p>7 A. Websites.</p> <p>8 Q. So in that case, would</p> <p>9 American Protection place outbound telemarketing</p> <p>10 calls to consumers that this information they</p> <p>11 obtained from those websites?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. Does American Protection ever</p> <p>14 receive complaints regarding its telemarketing?</p> <p>15 MR. TANDY: Objection, again, to the</p> <p>16 word "telemarketing." I'm just trying to get</p> <p>17 a sense, so just letting you know what my</p> <p>18 form objection is. I'm objecting to that</p> <p>19 word.</p> <p>20 BY MR. SMITH:</p> <p>21 Q. Okay. You can answer, Kobi.</p> <p>22 A. Yes.</p> <p>23 Q. How frequently would you say</p> <p>24 American Protection receives complaints?</p> <p>25 MR. TANDY: Object.</p> <p style="text-align: right;">Page 78</p>	<p>1 Q. And how many during the relevant time</p> <p>2 period would you say American Protection utilized?</p> <p>3 MR. TANDY: Objection.</p> <p>4 You can answer, if you know.</p> <p>5 THE WITNESS: I don't know exactly that</p> <p>6 information. Again, we are a small shop.</p> <p>7 Maybe one or two.</p> <p>8 BY MR. SMITH:</p> <p>9 Q. Do you know the names of those one or</p> <p>10 two?</p> <p>11 A. Not at this time.</p> <p>12 Q. Not at this time.</p> <p>13 Do you know the names of any of those</p> <p>14 third parties?</p> <p>15 A. Yes.</p> <p>16 Q. Can you tell me what the name is?</p> <p>17 A. In this particular case, the name is on</p> <p>18 the e-mail that we sent out.</p> <p>19 Q. Okay. We will get to that.</p> <p>20 All right. Can you tell me if</p> <p>21 American Protection has any policies related to</p> <p>22 the telephone calls that it places for the</p> <p>23 purposes of selling vehicle service contracts?</p> <p>24 MR. TANDY: Objection. My objection is</p> <p>25 to the inference that they place calls. That</p> <p style="text-align: right;">Page 80</p>
<p>1 THE WITNESS: Very rarely.</p> <p>2 BY MR. SMITH:</p> <p>3 Q. Can you give me an estimate?</p> <p>4 A. Maybe a few times a year.</p> <p>5 Q. Okay. Who places telephone calls on</p> <p>6 behalf of American Protection?</p> <p>7 MR. CAFFAS: Objection. I'm going to</p> <p>8 note that this calls for an improper lay</p> <p>9 opinion and speculation.</p> <p>10 THE WITNESS: I don't understand the</p> <p>11 question.</p> <p>12 BY MR. SMITH:</p> <p>13 Q. Okay. You previously testified that</p> <p>14 American Protection does not have employees,</p> <p>15 correct?</p> <p>16 A. Correct.</p> <p>17 Q. How does American Protection place</p> <p>18 telephone calls to potential clients?</p> <p>19 A. You mean the system that we use or --</p> <p>20 Q. I mean, who specifically?</p> <p>21 A. Who? We work with some subcontractors</p> <p>22 that are -- that are speaking to the consumers.</p> <p>23 Q. Okay. And how many subcontractors does</p> <p>24 American Protection utilize?</p> <p>25 A. From time to time, one or two.</p> <p style="text-align: right;">Page 79</p>	<p>1 misleads Mr. Chukran's testimony about calls.</p> <p>2 That's it.</p> <p>3 THE WITNESS: Yes, we do.</p> <p>4 BY MR. SMITH:</p> <p>5 Q. Are they written?</p> <p>6 A. Yes.</p> <p>7 Q. Where are they maintained?</p> <p>8 A. On my hard drive.</p> <p>9 Q. Can you tell me how many policies you</p> <p>10 have?</p> <p>11 A. You were provided with the policies we</p> <p>12 have.</p> <p>13 Q. Everything you've produced, that's all</p> <p>14 your policies related to telephone calls; is that</p> <p>15 fair?</p> <p>16 A. Yes.</p> <p>17 Q. Okay. You don't have any other policies</p> <p>18 and procedures to ensure compliance with the TCPA?</p> <p>19 MR. TANDY: Objection, to the extent</p> <p>20 that you are making a supposition about</p> <p>21 compliance with the TCPA and only those</p> <p>22 policies and not something else, you can</p> <p>23 answer the question.</p> <p>24 THE WITNESS: As it relates to this</p> <p>25 particular case that we are gathered here</p> <p style="text-align: right;">Page 81</p>

<p>1 today to discuss, this was a consumer that 2 received a mailer from us and called us to 3 receive information. So there was no 4 telemarketing in this case and there was no 5 TCPA involved here. The consumer requested 6 the information, so that not would not 7 fall -- 8 BY MR. SMITH: 9 Q. That's not what I'm asking. I'm trying 10 to understand, other than the documents that you 11 have already produced, if you have any additional 12 policies that are in place to ensure compliance 13 with the TCPA. 14 A. You were provided with everything we 15 have. 16 Q. Okay. So you also don't have any 17 additional policies and procedures in place to 18 ensure compliance with the Virginia Telephone 19 Privacy Act other than what was produced? 20 A. Correct. 21 Q. Okay. And do you have any other -- 22 sorry. Strike that. 23 Do you have any other policies and 24 procedures in place to ensure compliance with the 25 federal National Do Not Call Registry rulings</p> <p style="text-align: right;">Page 82</p>	<p>1 records of prior express consent from the 2 individuals that it places calls to? 3 A. No. 4 Q. How does American Express [sic] ensure 5 that the individuals that it's placing calls to 6 provided prior express consent? 7 MR. CAFFAS: I will object to this as 8 vague. I believe you just asked about 9 American Express. I assume you're not 10 talking about the credit card company. 11 MR. SMITH: Did I say American Express? 12 MR. CAFFAS: Yes. 13 MR. SMITH: Strike that. 14 BY MR. SMITH: 15 Q. How does American Protection ensure that 16 individuals that it's placing calls to have 17 provided prior express consent? 18 A. We review the method of which they 19 request information. 20 Q. So can you say that again? 21 A. We review the method of which they have 22 requested information. 23 Q. What do you mean by that? 24 A. I mean I review to make sure that the 25 proper opting language is present, that our name</p> <p style="text-align: right;">Page 84</p>
<p>1 other than what was previously produced? 2 A. No. 3 Q. Okay. Does American Protection ever 4 obtain a listing of numbers registered on the DNC 5 Registry? 6 A. Yes. 7 Q. How often does it obtain that list? 8 A. That is provided to us by any lead 9 providers in this case. So, in other words, if 10 we -- any kind of leads that we acquire are 11 cleansed and cleaned and suppressed against the 12 National Do Not Call List. 13 Q. Okay. After American Protection 14 receives those leads, does it take any steps to 15 ensure that it's not calling numbers that are in 16 those leads that are registered on the National Do 17 Not Call Registry? 18 A. We run those against our internal DNC 19 lists. 20 Q. Just your internal DNC list? 21 A. Yes. 22 Q. Not the National DNC List? 23 A. Not -- no. It's already done by the 24 lead providers. 25 Q. Okay. Does American Protection maintain</p> <p style="text-align: right;">Page 83</p>	<p>1 is clearly stated, that the consumer understands 2 they will receive a call from us, and that it 3 authorizes us, to receive a call from us, from me 4 within the means we would be using. 5 Q. Okay. And do you review that for each 6 potential client? 7 A. I don't understand the question when you 8 say "potential client." 9 Q. You said you reviewed to ensure that the 10 disclosures are proper, right? 11 A. Yes, I do, yes. 12 Q. Okay. Do you review that with each 13 potential lead that you receive? 14 A. Yes. 15 Q. Okay. Do you ever have individuals that 16 request to no longer receive calls from 17 American Protection? 18 A. Yes. 19 Q. How frequently would you say that 20 happens? 21 A. Multiple times per week. 22 Q. What does American Protection do when 23 someone requests not to receive calls? 24 A. They are marked as a do-not-call record 25 and then moved from any further contact.</p> <p style="text-align: right;">Page 85</p>



<p>1 You haven't asked how the plaintiff 2 received -- how they got to the plaintiff. 3 If you want to ask that and then go from 4 there, maybe. But this seems to be just an 5 open-ended "tell me about your business," and 6 at some point I'm going to put a stop to 7 that, because that's not what this is. 8 MR. SMITH: It is the -- 9 MR. TANDY: At least that's not what I 10 understood this to be. 11 MR. CAFFAS: I will add to Mr. Tandy's 12 objection to state that based on the notice 13 of deposition and the subject of your 14 subpoena, this doesn't seem to be relevant to 15 what you're seeking. I believe the testimony 16 is that American Protection didn't call the 17 plaintiff. So as it pertains to this 18 lawsuit, it seems like we're going far afield 19 here. 20 MR. SMITH: No. He told us he mailed -- 21 they mailed a mailer to our client, so I'm 22 trying to understand what the source of the 23 information, where they obtained contact 24 information to mail those mailers are, so 25 that we can figure out which one of those</p> <p style="text-align: right;">Page 98</p>	<p>1 are you able to figure out the source of that 2 contact information, where it came from? 3 A. In some cases I could, and in some cases 4 I can't. 5 Q. Okay. What about in the plaintiff's 6 situation? 7 A. What about it? 8 Q. You previously said that 9 American Protection sent a mailing to her; is that 10 correct? 11 A. Yes. 12 Q. Do you know where it got her contact 13 information prior to sending that mailing? 14 A. I do not, no. 15 Q. Did you search for that information? 16 A. Yes. 17 Q. What repositories were searched? 18 A. Our CRM. 19 Q. CRM. 20 Does SunPath ever provide leads to 21 American Protection? 22 A. No. 23 Q. All right. I will pull up my next 24 exhibit. 25 (Exhibit No. 7 was marked for</p> <p style="text-align: right;">Page 100</p>
<p>1 sources the plaintiff came from. 2 MR. CAFFAS: Right. I understand that. 3 But I believe the -- 4 MR. SMITH: And also I want to 5 understand if he can identify which leads 6 came from where, because that's also very 7 important to this case. 8 MR. CAFFAS: Right. I understand. But 9 I believe the testimony that's on record is 10 that to Mr. Chukran's knowledge, your client, 11 the plaintiff, made a call to 12 American Protection. 13 So to the extent that you're asking 14 about leads for outgoing telemarketing calls, 15 which I believe is what is on the record as 16 well, we're going far afield. But I 17 understand you are entitled to ask, but I'm 18 just echoing Mr. Tandy's sentiments, 19 especially with regard to time considering 20 we're running close to lunch and Mr. Chukran 21 has other time conflicts. 22 BY MR. SMITH: 23 Q. All right. Are you able to tell which 24 individual's postcard or letter -- sorry. For the 25 individuals that you sent postcards or letters to,</p> <p style="text-align: right;">Page 99</p>	<p>1 identification.) 2 BY MR. SMITH: 3 Q. All right. Kobi, 'm showing what has 4 been marked as Exhibit 7. 5 Do you recognize this document? 6 A. Yes. 7 Q. Can you tell me what it is? 8 A. This is my reply to your subpoena. 9 Q. Okay. Under No. 2 it says, "Leads are 10 generated via a number of methods including 11 affiliate websites such as...", and then it lists 12 websites. 13 Do you see that? 14 A. Yes. 15 Q. Is that a complete list of websites that 16 SunPath obtains leads from? 17 A. About SunPath? I'm sorry? This is 18 not -- 19 Q. I'm sorry, that American Protection 20 obtains leads from. 21 A. There might be others one. Again, I'm 22 not sure for this particular time frame you're 23 referring to, but this is one of the lists. 24 Q. Okay. 25 A. Yes. There are other lists.</p> <p style="text-align: right;">Page 101</p>

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION

CASE NO.: 1:22-cv-00081-LMB-WEF

RUTH SMITH, individually and on behalf of all  
others similarly situated,

Plaintiff,

vs.

SUNPATH, LTD., a Massachusetts corporation,

Defendant.

-VOLUME 2-

(PAGES 128-252)

CONTINUED

VIDEOCONFERENCE

DEPOSITION OF: KOBİ CHUKRAN, CORPORATE REPRESENTATIVE  
CHUKRAN MANAGEMENT GROUP, LLC, d/b/a  
AMERICAN PROTECTION CORP.

TAKEN BY: COUNSEL FOR THE PLAINTIFF

DATE: WEDNESDAY, NOVEMBER 9, 2022

TIME: 9:38 A.M. - 12:38 P.M.

LOCATION: DAYTONA BEACH, FLORIDA 33437

VIA: VERITEXT VIRTUAL ZOOM

STENOGRAPHICALLY

REPORTED BY: COURTNEY N. LANGHOFF, RMR, CRR, FPR-C  
ORANGE LEGAL/VERITEXT LEGAL SOLUTIONS  
201 EAST KENNEDY BOULEVARD, SUITE 712  
TAMPA, FLORIDA 33602

<p>1 the comment. I'm just putting that on the record</p> <p>2 to --</p> <p>3 MR. SMITH: Okay.</p> <p>4 BY MR. SMITH:</p> <p>5 Q. Kobi, can you tell me, between November 1st and</p> <p>6 today -- so your last deposition and today -- did you do</p> <p>7 anything to prepare for this deposition?</p> <p>8 A. We provided the information you -- you</p> <p>9 requested.</p> <p>10 Q. Okay. So you provided some additional</p> <p>11 documents, right?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. Did you do anything else for this</p> <p>14 deposition, specifically?</p> <p>15 A. No.</p> <p>16 MR. TANDY: The answer to that question, that's</p> <p>17 other than having communications with me, Kobi,</p> <p>18 because those would be privileged. So I assume</p> <p>19 that's the reason you answered no.</p> <p>20 Because just for the record, Taylor, Kobi,</p> <p>21 Mr. Chukran and I did have conversations, both to</p> <p>22 respond to your request, and for certain topics.</p> <p>23 Those would be privileged.</p> <p>24 MR. SMITH: Yeah, I agree. Okay.</p> <p>25 BY MR. SMITH:</p> <p style="text-align: right;">Page 137</p>	<p>1 of vehicle service contracts?</p> <p>2 A. No, we don't --</p> <p>3 MR. CAFFAS: Objection. Speculation.</p> <p>4 I'm sorry.</p> <p>5 THE WITNESS: I'm sorry.</p> <p>6 MR. CAFFAS: I --</p> <p>7 MR. TANDY: Greg was --</p> <p>8 I'll do this, Greg, just so it's clear.</p> <p>9 Greg is lodging an objection to Taylor's</p> <p>10 question with regard to the form of the question.</p> <p>11 You're still required to answer it. You were about</p> <p>12 to answer it, and thank you for waiting for Greg to</p> <p>13 finish his objection before you started so the court</p> <p>14 reporter can't -- can't take us all down at once.</p> <p>15 So can you answer Taylor's question?</p> <p>16 THE WITNESS: Yes.</p> <p>17 MR. TANDY: Okay. Please do.</p> <p>18 THE WITNESS: We return requests for contacts</p> <p>19 from potential customers. We don't just solicit</p> <p>20 and -- and -- and call. We have folks that are</p> <p>21 calling and requesting information, and in some</p> <p>22 cases, we reach out to people with requested</p> <p>23 information.</p> <p>24 BY MR. SMITH:</p> <p>25 Q. Okay. I understand you're reaching out to</p> <p style="text-align: right;">Page 139</p>
<p>1 Q. So other than talking to your attorney and</p> <p>2 producing the documents, nothing else you did to prepare</p> <p>3 for this deposition?</p> <p>4 A. No.</p> <p>5 Q. Okay. All right. I want to talk about</p> <p>6 American Protection's calling practices and the calls</p> <p>7 made to Plaintiff.</p> <p>8 So, first, during your prior deposition, I was</p> <p>9 reviewing the transcript, and you testified that</p> <p>10 American Protection uses subcontractors to place</p> <p>11 telemarketing calls; is that correct?</p> <p>12 MR. TANDY: Objection to the word</p> <p>13 telemarketing.</p> <p>14 You can answer.</p> <p>15 THE WITNESS: American Protection uses</p> <p>16 subcontractors to -- to communicate with potential</p> <p>17 clients and clients.</p> <p>18 BY MR. SMITH:</p> <p>19 Q. Okay. And you previously told me that you</p> <p>20 worked with one or two subcontractors at any particular</p> <p>21 time; is that accurate?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. Is it a fair character --</p> <p>24 characterization to say that the subcontractors place</p> <p>25 calls on behalf of American Protection to solicit sales</p> <p style="text-align: right;">Page 138</p>	<p>1 people that you say requested information. I'm just</p> <p>2 trying to make sure I understand that they're not doing</p> <p>3 other activities, and I understand what they're doing.</p> <p>4 Does that make sense? So I just want to know,</p> <p>5 is that what the subcontractors are doing, is placing</p> <p>6 calls to individuals for the purpose of selling vehicle</p> <p>7 service plans?</p> <p>8 A. Or receiving calls.</p> <p>9 Q. Or receiving calls?</p> <p>10 A. (Witness nodded head up and down.)</p> <p>11 Q. Did I hear that right?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. You also testified that</p> <p>14 American Protection's Do Not Call list did not need to</p> <p>15 be provided to subcontractors because the Do Not Call</p> <p>16 list interfaces with the telephony system that's used by</p> <p>17 the subcontractors.</p> <p>18 Do you recall that?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. I kind of want to delve into this.</p> <p>21 Can you explain what you mean by the telephony</p> <p>22 system?</p> <p>23 A. You made a comment I do not understand. I'm</p> <p>24 sorry, Mr. Tandy -- Mr. Smith.</p> <p>25 What did you say before that?</p> <p style="text-align: right;">Page 140</p>

<p>1 A. What do you mean by "resources"?</p> <p>2 Q. Well, let's -- let's start with systems. Okay?</p> <p>3 Did she have access to the Inline CRM system?</p> <p>4 A. Yes.</p> <p>5 Q. Did she have access to Five9?</p> <p>6 A. If that's what -- if that's what was used at</p> <p>7 the time, then yes.</p> <p>8 Q. Okay. Does American Protection provide any</p> <p>9 access to any other systems to its subcontractors?</p> <p>10 A. E-mail.</p> <p>11 Q. E-mail. What e-mail service does</p> <p>12 American Protection use?</p> <p>13 A. It's a company in Germany called "netcup."</p> <p>14 Q. Okay. And for the systems that you just</p> <p>15 testified you provided access to for Ms. Jaeger, is that</p> <p>16 the same for all subcontractors?</p> <p>17 A. Yes.</p> <p>18 Q. Does American Protection provide its</p> <p>19 subcontractors with a copy of its Do Not Call policy?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. Does it provide them with a copy of</p> <p>22 their sales rules?</p> <p>23 A. Yes.</p> <p>24 Q. Does it provide them with a copy of the sales</p> <p>25 script that we reviewed as Exhibit 4?</p> <p style="text-align: right;">Page 177</p>	<p>1 Telephone Consumer Protection Act?</p> <p>2 A. Within the scope of the DNC policy we provide.</p> <p>3 Q. Anything beyond that?</p> <p>4 A. No.</p> <p>5 Q. Okay. So I just want to make sure I understand</p> <p>6 this.</p> <p>7 Does American Protection provide its</p> <p>8 subcontractors with access to the leads it receives to</p> <p>9 contact?</p> <p>10 A. No.</p> <p>11 Q. No. Does it provide them with access to the</p> <p>12 Five9 system that permits them to contact the leads that</p> <p>13 it receives?</p> <p>14 A. Yes. It's a limited -- limited access.</p> <p>15 Q. Okay. I'm pulling up my next exhibit.</p> <p>16 MR. SMITH: Can we take a five-minute break,</p> <p>17 actually?</p> <p>18 MR. TANDY: Certainly.</p> <p>19 MR. CAFFAS: That's fine.</p> <p>20 MR. TANDY: Kobi, go ahead and turn your camera</p> <p>21 and microphone off, and we'll-- when we get back,</p> <p>22 we'll ask you --</p> <p>23 (Recess taken from 10:39 a.m. to 10:48 a.m.)</p> <p>24 MR. SMITH: Courtney, can we go back on the</p> <p>25 record?</p> <p style="text-align: right;">Page 179</p>
<p>1 A. Yes.</p> <p>2 (Previously marked Deposition Exhibit 4 was</p> <p>3 identified for the record.)</p> <p>4 BY MR. SMITH:</p> <p>5 Q. Does American Protection provide any training</p> <p>6 to its subcontractors?</p> <p>7 A. Yes.</p> <p>8 Q. Can you tell me what training it would provide?</p> <p>9 A. Sure. Of how to utilize the Inline system.</p> <p>10 Q. And there's --</p> <p>11 A. And other basic -- other basic information,</p> <p>12 such as the type of coverages that we offer, just basic</p> <p>13 stuff.</p> <p>14 Q. Okay. Does it ever provide any training</p> <p>15 specific to placing telephone calls?</p> <p>16 MR. CAFFAS: Objection. Vague.</p> <p>17 THE WITNESS: Yes.</p> <p>18 BY MR. SMITH:</p> <p>19 Q. Can you tell me what training that would be?</p> <p>20 A. Sure. We reviewed the DNC policy. We want</p> <p>21 to -- we want to make sure they understand how to put a</p> <p>22 number on the DNC list, et cetera.</p> <p>23 Q. Okay. Does it ever brought -- sorry.</p> <p>24 Does American Protection ever provide any</p> <p>25 training with respect to compliance with the</p> <p style="text-align: right;">Page 178</p>	<p>1 THE COURT REPORTER: Yes, sir. Thank you.</p> <p>2 BY MR. SMITH:</p> <p>3 Q. Kobi, I'm going to play a recording that's been</p> <p>4 produced in this litigation.</p> <p>5 MR. SMITH: It's going to be marked as</p> <p>6 Exhibit 13 to this deposition.</p> <p>7 (Deposition Exhibit 13 was marked.)</p> <p>8 MR. SMITH: For the record, this is a recording</p> <p>9 produced by Plaintiff. It's been produced in</p> <p>10 litigation and marked as "SMITH000027." I'm going</p> <p>11 to play it in full.</p> <p>12 (At this time the recorded voicemail was played</p> <p>13 for the witness.)</p> <p>14 MS. JAEGER: Hi, Ruth. This is Samantha</p> <p>15 calling with America Protection. I'm just calling</p> <p>16 you to get the VIN number on your BMW to get your</p> <p>17 coverage going for you. I will be back in the</p> <p>18 office in about an hour. I'm going to lunch.</p> <p>19 My number is 1-800-427-1806, extension 5005.</p> <p>20 Talk to you soon. Bye-bye.</p> <p>21 (Recording concluded.)</p> <p>22 BY MR. SMITH:</p> <p>23 Q. Do you recognize that voice at all?</p> <p>24 A. She's identified herself as Samantha.</p> <p>25 Q. Yeah. So would this be Samantha Jaeger?</p> <p style="text-align: right;">Page 180</p>

<p>1 A. I believe so.</p> <p>2 Q. Okay. And she starts this with saying, "This</p> <p>3 is Samantha calling with American Protection."</p> <p>4 Did you hear that?</p> <p>5 A. Yes.</p> <p>6 Q. Is that how subcontractors would typically</p> <p>7 start a call?</p> <p>8 A. Typically, they will identify who they -- who</p> <p>9 they are and who they're calling from.</p> <p>10 Q. But that's not -- I'm just trying to understand</p> <p>11 if this call would be out of the ordinary.</p> <p>12 Is that typically how a subcontractor would</p> <p>13 identify themselves on behalf of American Protection?</p> <p>14 MR. CAFFAS: Objection. Asked and answered.</p> <p>15 Vague.</p> <p>16 MR. TANDY: Objection.</p> <p>17 MR. CAFFAS: And I think it's calling for</p> <p>18 speculation and a legal conclusion, as to who</p> <p>19 they're calling on behalf of.</p> <p>20 BY MR. SMITH:</p> <p>21 Q. You can answer.</p> <p>22 A. They would usually -- they would usually have a</p> <p>23 script, identify who they are and the company they're</p> <p>24 calling from.</p> <p>25 Q. Okay. So would you say that's typical or</p> <p style="text-align: right;">Page 181</p>	<p>1 A. Yes, it is.</p> <p>2 Q. Okay. Do you know if the Five9 system keeps</p> <p>3 recordings of calls?</p> <p>4 A. Yes, it does.</p> <p>5 Q. And could recordings of calls be downloaded?</p> <p>6 A. Yes.</p> <p>7 MR. SMITH: Give me a second. I'm going to</p> <p>8 move to my next exhibit.</p> <p>9 BY MR. SMITH:</p> <p>10 Q. Okay. I'm going to play another recording for</p> <p>11 you.</p> <p>12 MR. SMITH: I'm going to mark it as Exhibit 14</p> <p>13 to this deposition.</p> <p>14 (Deposition Exhibit 14 was marked.)</p> <p>15 MR. SMITH: This is another recording produced</p> <p>16 by Plaintiff, and it's been produced in the</p> <p>17 litigation and marked as "SMITH000028," so I'm going</p> <p>18 to play it in full.</p> <p>19 (At this time the recorded voicemail was played</p> <p>20 for the witness.)</p> <p>21 MS. COLETTA: Hi, good afternoon. This message</p> <p>22 is for Ruth. This is Dawn with American Automotive</p> <p>23 Protection Corp. I was calling to follow up with</p> <p>24 you from your policy with us. I work here with</p> <p>25 Samantha Jaeger. She asked me to give you a call,</p> <p style="text-align: right;">Page 183</p>
<p>1 that's out of the ordinary for how they would identify</p> <p>2 themselves?</p> <p>3 MR. CAFFAS: Objection. He's answered that</p> <p>4 twice now.</p> <p>5 THE WITNESS: Again, I think that's how they</p> <p>6 would -- they should.</p> <p>7 BY MR. SMITH:</p> <p>8 Q. Got it. She provides a telephone --</p> <p>9 THE COURT REPORTER: I'm sorry.</p> <p>10 MR. SMITH: Sorry. Go ahead.</p> <p>11 THE COURT REPORTER: Could you state the</p> <p>12 objection again? You kind of cut out.</p> <p>13 MR. CAFFAS: I think I -- which -- which time?</p> <p>14 The last time?</p> <p>15 THE COURT REPORTER: Correct.</p> <p>16 MR. CAFFAS: I just said objecting to asked and</p> <p>17 answered twice now.</p> <p>18 THE COURT REPORTER: Thank you. Sorry.</p> <p>19 MR. CAFFAS: Not a problem.</p> <p>20 MR. SMITH: Okay.</p> <p>21 BY MR. SMITH:</p> <p>22 Q. Kobi, she provides a telephone number which is</p> <p>23 800-427-1806.</p> <p>24 A. Yes.</p> <p>25 Q. Is that American Protection's telephone number?</p> <p style="text-align: right;">Page 182</p>	<p>1 but please give us a call back at 800-427-1806. I'm</p> <p>2 at extension 1191.</p> <p>3 And, again, this is regarding your policy with</p> <p>4 us, but it's important that you give us a call back</p> <p>5 so we can confirm your information for the file.</p> <p>6 Thank you so much, and have a nice evening.</p> <p>7 Bye-bye.</p> <p>8 (Recording concluded.)</p> <p>9 BY MR. SMITH:</p> <p>10 Q. Do you recognize that voice?</p> <p>11 A. Yes.</p> <p>12 Q. Can you tell me who that is?</p> <p>13 A. Her name is Dawn.</p> <p>14 Q. Do you know her last name?</p> <p>15 A. Coletta, C-o-l-e-t-t-a.</p> <p>16 Q. So what is Dawn's role?</p> <p>17 A. Dawn's role is in the back office, so --</p> <p>18 Q. Can you explain what that means?</p> <p>19 A. Yeah. Assistance with if we need to obtain a</p> <p>20 VIN number or a credit card.</p> <p>21 Q. Okay. Is she an employee of</p> <p>22 American Protection, or is she a subcontractor?</p> <p>23 A. She's a subcontractor.</p> <p>24 Q. Okay. Is she still working with you?</p> <p>25 A. Yes.</p> <p style="text-align: right;">Page 184</p>

<p>1 Q. Do you know how long she's worked with you?</p> <p>2 A. A few years.</p> <p>3 Q. Is there a difference between her role and</p> <p>4 Samantha Jaeger's role?</p> <p>5 A. Yes.</p> <p>6 Q. Can you tell me that difference?</p> <p>7 A. Samantha was in sales, while Dawn is more of</p> <p>8 a -- again, of a back office or admin type of a role.</p> <p>9 Q. When we previously talked about subcontractors,</p> <p>10 you told me you had about one to two at any particular</p> <p>11 time.</p> <p>12 Were you referring to sales subcontractors?</p> <p>13 A. Yes.</p> <p>14 Q. Okay. Do you have any other subcontractors</p> <p>15 that do back-end work besides Dawn?</p> <p>16 A. Yes.</p> <p>17 Q. Can you tell me their names?</p> <p>18 A. Matt Conway.</p> <p>19 Q. Can you spell that as well?</p> <p>20 A. M-a-t-t C-o-o-n-w-a-y.</p> <p>21 Q. Anyone else?</p> <p>22 A. No.</p> <p>23 Q. Give me a minute. I'm pulling up another</p> <p>24 exhibit.</p> <p>25 (Deposition Exhibit 15 was marked.)</p> <p style="text-align: right;">Page 185</p>	<p>1 Q. The second sentence of this e-mail says, "I</p> <p>2 enjoyed speaking with you today about your vehicle and I</p> <p>3 wanted to provide you with the information below for</p> <p>4 your review."</p> <p>5 Do you see that?</p> <p>6 A. Yes.</p> <p>7 Q. Is it fair to say this e-mail would have</p> <p>8 followed a phone call?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. Is it common for American Protection to</p> <p>11 send follow-up e-mails to potential clients?</p> <p>12 A. Yes.</p> <p>13 Q. You produced this document, correct?</p> <p>14 A. I believe the plaintiff did.</p> <p>15 Q. I think you produced the one we're going to</p> <p>16 review next, not this one.</p> <p>17 But in any regard, do you know which system</p> <p>18 this e-mail would have been sorted?</p> <p>19 A. Inline.</p> <p>20 Q. Inline. Okay.</p> <p>21 Do you know how far back American Protection</p> <p>22 maintains records of e-mails?</p> <p>23 A. No, I do not.</p> <p>24 Q. Would it be for the entire relevant time</p> <p>25 period?</p> <p style="text-align: right;">Page 187</p>
<p>1 BY MR. SMITH:</p> <p>2 Q. All right, Kobi. I'm showing you what's been</p> <p>3 marked as Exhibit 15.</p> <p>4 Do you recognize this document?</p> <p>5 A. Yes.</p> <p>6 Q. Can you tell me what it is?</p> <p>7 A. This is the e-mail that was sent out to</p> <p>8 Ruth Smith.</p> <p>9 Q. Okay. That was sent on May 28th, 2020, at</p> <p>10 3:30 p.m. Eastern; is that correct?</p> <p>11 A. Yes.</p> <p>12 Q. This was sent by Samantha Jaeger?</p> <p>13 A. Yes.</p> <p>14 Q. Do you see, in the e-mail, it says,</p> <p>15 "Customer Number," and it says, "617RC12986"?</p> <p>16 A. Yes.</p> <p>17 Q. Do you know what that number is?</p> <p>18 A. I believe that's assigned by Inline CRM.</p> <p>19 Q. Okay. Would there be --</p> <p>20 So would each lead within the system have a</p> <p>21 different customer number?</p> <p>22 A. I believe so.</p> <p>23 Q. Okay. Is this e-mail following up regarding a</p> <p>24 SunPath vehicle service contract plan?</p> <p>25 A. I think so.</p> <p style="text-align: right;">Page 186</p>	<p>1 MR. TANDY: Objection.</p> <p>2 MR. CAFFAS: Can you say --</p> <p>3 THE WITNESS: I'm not -- I'm not sure.</p> <p>4 MR. TANDY: What?</p> <p>5 MR. CAFFAS: Before Kobi answers, can you state</p> <p>6 the basis of your objection?</p> <p>7 MR. TANDY: Sure. My basis for the -- for the</p> <p>8 objection is he asked the question for the entire</p> <p>9 period, could he tell, and the answer was no, so</p> <p>10 the -- this question, right, it's a -- it's</p> <p>11 basically asked and answered. It seems to be the</p> <p>12 same question in a -- in a different format.</p> <p>13 BY MR. SMITH:</p> <p>14 Q. You can answer the question.</p> <p>15 A. Can you please repeat it? I want to make sure</p> <p>16 I am --</p> <p>17 Q. Yeah. Do you know if Inline CRM system</p> <p>18 maintains records of e-mails throughout the entire</p> <p>19 relevant time period?</p> <p>20 A. I am not sure what is the policy of maintaining</p> <p>21 e-mails. Honestly --</p> <p>22 Q. That's --</p> <p>23 A. -- it's so long ago, but I'm not sure. I'm not</p> <p>24 sure. I cannot give you a --</p> <p>25 Q. Okay. That's fine. Give me another minute.</p> <p style="text-align: right;">Page 188</p>



<p>1 actively selling auto warranties for?</p> <p>2 A. This is the two names of SunPath and Wesco.</p> <p>3 I'm not sure why and who's Wesco. It could be just the</p> <p>4 underwriting company that SunPath is working with.</p> <p>5 Q. Okay. And then inactive appointments, there is</p> <p>6 a list of companies.</p> <p>7 Do you see that?</p> <p>8 A. Yes.</p> <p>9 Q. Are these companies that American Protection</p> <p>10 used to sell auto warranties for?</p> <p>11 A. Again, not all of them, but I believe some of</p> <p>12 them pertain to the -- to the reinsurance company or the</p> <p>13 underwriting company.</p> <p>14 Q. Okay. All right. I think I'm -- if we take a</p> <p>15 ten-minute break, I think I'm done asking questions, but</p> <p>16 I'm sure Greg has some follow-up questions.</p> <p>17 Is it fine if we take a ten-minute break and</p> <p>18 then reconvene?</p> <p>19 MR. CAFFAS: Yes, that's fine. So after ten</p> <p>20 minutes --</p> <p>21 THE WITNESS: I'm so sorry to interrupt. The</p> <p>22 line just -- there's a storm going on outside, and</p> <p>23 the light just flashed here I apologize, by the way,</p> <p>24 Greg, to interrupt you.</p> <p>25 I don't want to lose electricity again. I</p> <p style="text-align: right;">Page 193</p>	<p>1 A. Yes.</p> <p>2 Q. -- to Plaintiff?</p> <p>3 A. Yes.</p> <p>4 Q. And when you stated that the Five9 system keeps</p> <p>5 records for 30 to 60 days, was that an estimate or do</p> <p>6 you know, for a fact, that's true?</p> <p>7 A. I know, for a fact, that's true.</p> <p>8 Q. Okay. And did you search the Five9 system for</p> <p>9 records of any other calls that would be responsive to</p> <p>10 the subpoena?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. And there were no records?</p> <p>13 A. None.</p> <p>14 MR. SMITH: Okay. All right. Greg, you can</p> <p>15 take over.</p> <p>16 CROSS-EXAMINATION</p> <p>17 BY MR. CAFFAS:</p> <p>18 Q. Hi, Mr. Chukran. Thanks again for taking some</p> <p>19 time to continue this deposition.</p> <p>20 As we mentioned last time, my name's</p> <p>21 Gregory Caffas. I am here as counsel for SunPath in</p> <p>22 this case, so I'm just going to be asking you a few</p> <p>23 questions in addition to what Mr. Smith has -- has given</p> <p>24 to you today.</p> <p>25 American Protection's business practices are</p> <p style="text-align: right;">Page 195</p>
<p>1 don't know. There's a hurricane looming here. If</p> <p>2 you want to just continue, I'm available now. I</p> <p>3 just don't want to have to lose power and then have</p> <p>4 to reconvene. I just wanted to put it out there.</p> <p>5 MR. SMITH: Okay.</p> <p>6 MR. CAFFAS: That's fine.</p> <p>7 THE WITNESS: The lights have flickered a few</p> <p>8 times, so.</p> <p>9 MR. SMITH: Can we go off the record for a</p> <p>10 second?</p> <p>11 MR. TANDY: Sure.</p> <p>12 (Discussion held off the record.)</p> <p>13 MR. SMITH: Are we ready?</p> <p>14 THE COURT REPORTER: All set.</p> <p>15 MR. CAFFAS: Yeah. So, Taylor, before we</p> <p>16 begin, are you going to be continuing, and then I'll</p> <p>17 be allowed to cross?</p> <p>18 MR. SMITH: Yes. I have about three questions,</p> <p>19 and then I'll turn it over.</p> <p>20 MR. CAFFAS: Okay.</p> <p>21 MR. SMITH: Okay.</p> <p>22 BY MR. SMITH:</p> <p>23 Q. Kobi, in response to the subpoena, did you</p> <p>24 search the Five9 system for records of calls to</p> <p>25 plaintiffs --</p> <p style="text-align: right;">Page 194</p>	<p>1 only to call people who have opted in, correct?</p> <p>2 A. Yes.</p> <p>3 Q. And when you -- when you say "only to call</p> <p>4 people who opted in" do you -- what do you mean by</p> <p>5 "opted in"?</p> <p>6 A. It's --</p> <p>7 MR. SMITH: Objection. Asked and answered.</p> <p>8 MR. TANDY: You -- you can answer, Kobi.</p> <p>9 THE WITNESS: It means they requested -- they</p> <p>10 requested to be contacted from us, specifically.</p> <p>11 BY MR. CAFFAS:</p> <p>12 Q. Okay. And that could be from --</p> <p>13 Can you tell me what kind of methods they would</p> <p>14 have been providing their request to be contacted by</p> <p>15 American Protection, specifically?</p> <p>16 A. As I --</p> <p>17 MR. SMITH: Objection. Asked and answered.</p> <p>18 THE WITNESS: As I -- as I replied in my</p> <p>19 response, I provided this information either via</p> <p>20 online, via a website, or via calling in.</p> <p>21 BY MR. CAFFAS:</p> <p>22 Q. Has American Protection, including through any</p> <p>23 subcontractors, ever knowingly or willfully called</p> <p>24 anyone who had specifically requested not to be called</p> <p>25 by American Protection?</p> <p style="text-align: right;">Page 196</p>



<p>1 MR. SMITH: Objection.</p> <p>2 THE WITNESS: No.</p> <p>3 MR. SMITH: Calls for speculation.</p> <p>4 BY MR. CAFFAS:</p> <p>5 Q. Can you repeat your answer, Mr. Chukran?</p> <p>6 A. No. Yes, I can repeat my question-- it</p> <p>7 was -- and my answer, it was no.</p> <p>8 Q. Thank you. I had -- I had heard you. I'm just</p> <p>9 continuing down my list. Thank you.</p> <p>10 There was a recording played to you a few</p> <p>11 minutes ago on which someone named Dawn had left a</p> <p>12 voicemail, presumably for Plaintiff.</p> <p>13 Do you remember that recording?</p> <p>14 A. Yes.</p> <p>15 Q. And you had said that Dawn worked on the -- the</p> <p>16 backend of American Protection.</p> <p>17 Is that how you described her position?</p> <p>18 A. Yes.</p> <p>19 Q. And does that mean that Dawn would have only</p> <p>20 been making calls to someone who was already a customer</p> <p>21 or who had already expressed interest in purchasing a</p> <p>22 product from American Protection?</p> <p>23 MR. SMITH: Objection. Calls for speculation.</p> <p>24 THE WITNESS: Yes.</p> <p>25 BY MR. CAFFAS:</p> <p style="text-align: right;">Page 197</p>	<p>1 here.</p> <p>2 So it would seem that Ms. -- or Dawn would have</p> <p>3 known that someone had already expressed interest, so</p> <p>4 she would have used a telephone where she manually took</p> <p>5 that customer's information and called them, in</p> <p>6 particular, herself?</p> <p>7 MR. SMITH: Objection. Calls for speculation.</p> <p>8 Misstates the witness's testimony.</p> <p>9 THE WITNESS: Yes.</p> <p>10 BY MR. CAFFAS:</p> <p>11 Q. Okay. So do you --</p> <p>12 Are you able to say, for a fact, whether that</p> <p>13 was on a physical telephone, or would this be stored in</p> <p>14 a computer system?</p> <p>15 A. No. It was -- that was the same phone system</p> <p>16 that would be virtual or via web browser.</p> <p>17 In this case, the plaintiff gave us a credit</p> <p>18 card number and agreed to the terms of the sale, so as</p> <p>19 far as Dawn, she had written consent from a customer of</p> <p>20 ours.</p> <p>21 Q. Uh-huh. So my confusion, Mr. Chukran, is I</p> <p>22 believe your testimony earlier was, when someone is</p> <p>23 contacted as a potential -- to make a potential sale,</p> <p>24 they are in a list, and they are being -- the</p> <p>25 subcontractor of American Protection that is going to be</p> <p style="text-align: right;">Page 199</p>
<p>1 Q. Would Dawn be making any kind of sales calls at</p> <p>2 all?</p> <p>3 MR. SMITH: Objection.</p> <p>4 THE WITNESS: No.</p> <p>5 MR. SMITH: Calls for speculation.</p> <p>6 BY MR. CAFFAS:</p> <p>7 Q. Would Dawn have been making any phone calls</p> <p>8 using the same dialing system that someone calling to</p> <p>9 make a solicitation call would have used?</p> <p>10 A. Yes.</p> <p>11 Q. Let me ask that in a different way.</p> <p>12 So what -- what type of dialing system would</p> <p>13 Dawn have been using to contact potentially Ms. Smith?</p> <p>14 A. The same -- the same one that Samantha Jaeger</p> <p>15 was using.</p> <p>16 Q. Okay. So she, Dawn, in this case, would have</p> <p>17 had -- would she not have manually dialed the person who</p> <p>18 had already expressed interest to call them back?</p> <p>19 MR. SMITH: Objection. Calls for speculation.</p> <p>20 Lacks foundation.</p> <p>21 THE WITNESS: Yes.</p> <p>22 BY MR. CAFFAS:</p> <p>23 Q. "Yes," she would have been manually dialing?</p> <p>24 A. Yes.</p> <p>25 Q. Okay. I'm just trying to rectify your answer</p> <p style="text-align: right;">Page 198</p>	<p>1 making the sale, is waiting for them to be connected</p> <p>2 with someone who picks up on a call, correct?</p> <p>3 A. Yes.</p> <p>4 Q. Whereas Dawn, who is calling once the consumer</p> <p>5 has already expressed interest in a product, appears to</p> <p>6 have known about this and is specifically calling them</p> <p>7 back, in particular; is that correct?</p> <p>8 A. Yes. She -- she manually dialed it, yes.</p> <p>9 Q. Okay. So that system demands that it be</p> <p>10 manually dialed on occasion, too?</p> <p>11 A. Yes.</p> <p>12 Q. I also want to clarify something you had said</p> <p>13 about whatever dialing system the subcontractors for</p> <p>14 American Protection are using.</p> <p>15 You had said that it is just dialing from a</p> <p>16 list of leads, correct?</p> <p>17 A. Yes.</p> <p>18 Q. And, again, this would only be a list of leads</p> <p>19 that were uploaded to the system of people that had</p> <p>20 already requested to be called specifically by</p> <p>21 American Protection?</p> <p>22 MR. SMITH: Object to form.</p> <p>23 THE WITNESS: Yes. Yes, or somebody that</p> <p>24 called in on our toll-free number for information.</p> <p>25 BY MR. CAFFAS:</p> <p style="text-align: right;">Page 200</p>

<p>1 American Protection, then maybe that they left some 2 restrictions in place for them. That's the only 3 scenario I'm familiar with. 4 Q. Did that ever happen? 5 A. No. 6 Q. Did SunPath have any say over the number of 7 employees or independent contractors that 8 American Protection had on its staff? 9 A. No. 10 Q. To your knowledge, would SunPath even know the 11 names of any of American Protection's employees or 12 independent contractors, besides yourself? 13 A. No. 14 Q. Does SunPath have any kind of control over 15 whether American Protection uses subcontractors to 16 generate lead information? 17 A. No. 18 Q. Does SunPath control where or how 19 American Protection would purchase any kind of supplies 20 for its services, like computers or anything like that? 21 A. No. 22 Q. Did SunPath direct how American Protection was 23 going to perform any work at all? 24 A. Re -- can you please repeat the question? 25 Q. Did SunPass -- Path control how</p> <p style="text-align: right;">Page 221</p>	<p>1 A. The various type of -- types of plans that are 2 available, what's covered, what's not. 3 Q. So the only type of training, if you could even 4 call it that, was making sure that American Protection 5 understood what SunPath's products were? 6 MR. SMITH: Objection. Misstates the witness's 7 testimony. 8 THE WITNESS: Yes. 9 BY MR. CAFFAS: 10 Q. And SunPath never trains any of 11 American Protection's subcontractors, right? 12 MR. SMITH: Object to form. 13 THE WITNESS: I'm not sure. I'm not sure of 14 that. 15 BY MR. CAFFAS: 16 Q. All right. You had -- you had said earlier 17 that SunPath wasn't even aware of who 18 American Protection's subcontractors were, right? 19 So that it didn't train these people that they 20 didn't know who they were obviously, right? 21 MR. SMITH: Objection. Argumentative. Asked 22 and answered. Mischaracterizes the witness's 23 testimony. 24 THE WITNESS: On occasion, some companies would 25 offer training that could be done, for example, via</p> <p style="text-align: right;">Page 223</p>
<p>1 American Protection performed any of its work at all? 2 A. As I stated previously, SunPath would provide 3 us with numbers to be added to the Do Not Call list. 4 Q. And when SunPath did that, would you add them 5 to your internal Do Not Call list? 6 A. Yes. 7 Q. Other than providing American Protection with 8 numbers to be added to its own internal Do Not Call 9 list, did SunPath have any say over who 10 American Protection called at any time? 11 A. No. 12 Q. Did SunPath have any control over what type of 13 product was offered by American Protection or any of its 14 subcontractors to any customer? 15 A. Just within their own product offering. 16 Q. But if there was a -- 17 It didn't restrict from selling the product of 18 a competitor even? 19 A. I don't believe so, no. 20 Q. Did SunPath provide any kind of training to 21 American Protection? 22 A. Any kind of what? 23 Q. Training. 24 A. Just in terms of product training. 25 Q. What do you mean by that?</p> <p style="text-align: right;">Page 222</p>	<p>1 Zoom, and that would include some subcontractors 2 attending those, those trainings. 3 BY MR. CAFFAS: 4 Q. And did that include SunPath? 5 MR. SMITH: Objection. Asked and answered. 6 THE WITNESS: Possibly. I'm not sure of an 7 exact -- I don't have a time. I don't know exactly, 8 but SunPath does have a sales representative. His 9 name's Brian. It is my understanding his job is to 10 provide training. 11 I don't recall exactly if that was -- if that 12 happened or not, but yeah, potentially. Potentially 13 SunPath does provide training, yes. 14 BY MR. CAFFAS: 15 Q. And you had said already, though, that if it 16 was any kind of training, it would just be as to what 17 SunPath's products are? 18 MR. SMITH: Objection. Asked and answered. 19 THE WITNESS: In some cases, they would 20 offer -- and, again, I -- I don't have specific 21 incidents, but just in terms of industry, sometimes 22 they would offer some incentives of the highest 23 sales for the month, for example. They would offer 24 some kind of a cash incentive. 25 BY MR. CAFFAS:</p> <p style="text-align: right;">Page 224</p>

<p>1 Q. But you are saying that this is just an</p> <p>2 industry-wide thing; this isn't specifically SunPath,</p> <p>3 right?</p> <p>4 MR. SMITH: Objection. Mischaracterizes the</p> <p>5 witness's testimony.</p> <p>6 THE WITNESS: Yes.</p> <p>7 MR. CAFFAS: I'm trying to get to -- sorry.</p> <p>8 I'm just going to back up.</p> <p>9 BY MR. CAFFAS:</p> <p>10 Q. And you're saying this is an industry-wide</p> <p>11 testimony -- or an industry-wide practice, not</p> <p>12 specifically SunPath, right?</p> <p>13 MR. SMITH: Same objection.</p> <p>14 THE WITNESS: I'm aware that a few different</p> <p>15 companies provide the same type of incentives.</p> <p>16 BY MR. CAFFAS:</p> <p>17 Q. Now, you don't know of any specific time when</p> <p>18 any subcontractor would have taken any kind of classes</p> <p>19 like that from SunPath?</p> <p>20 A. I don't recall.</p> <p>21 Q. Did SunPath ever pay for any of</p> <p>22 American Protection's office space, for example?</p> <p>23 A. Can you please repeat the question?</p> <p>24 Q. Did SunPath pay for any office space used by</p> <p>25 American Protection?</p> <p style="text-align: right;">Page 225</p>	<p>1 A. Yes.</p> <p>2 Q. And --</p> <p>3 MR. SMITH: Greg, that's Exhibit 3.</p> <p>4 MR. CAFFAS: All right.</p> <p>5 (Previously marked Deposition Exhibit 3 was</p> <p>6 identified for the record.)</p> <p>7 BY MR. CAFFAS:</p> <p>8 Q. All right. And, as Mr. Smith has mentioned,</p> <p>9 this has already been shown to you as Exhibit 3.</p> <p>10 This is the agreement that American Protection</p> <p>11 and Chukran Management had entered in to with SunPath,</p> <p>12 correct?</p> <p>13 A. Yes.</p> <p>14 MR. SMITH: Objection. Misstates the evidence.</p> <p>15 BY MR. CAFFAS:</p> <p>16 Q. Sorry. I'm scrolling down to the bottom, where</p> <p>17 it --</p> <p>18 A. (Witness perused document.)</p> <p>19 Q. I apologize. I appear to be missing a page.</p> <p>20 Give me one second. I'm going to stop sharing my screen</p> <p>21 while I --</p> <p>22 (Pause in the proceedings.)</p> <p>23 MR. SMITH: Greg, while you figure this out,</p> <p>24 could we take a brief, two-minute break?</p> <p>25 MR. CAFFAS: Yes, sure. Let's -- let's break</p> <p style="text-align: right;">Page 227</p>
<p>1 A. No.</p> <p>2 Q. Did SunPath ever reimburse you for any of --</p> <p>3 any expenses associated with office space, travel</p> <p>4 expenses, or office supplies?</p> <p>5 A. No. I believe they may have provided some</p> <p>6 stationeries, pens, and mouse pads and -- and -- and</p> <p>7 table -- table -- or desk mats with their product name</p> <p>8 on it and stuff.</p> <p>9 Q. So this would be like mouse pads and</p> <p>10 advertising-type products?</p> <p>11 A. Yes.</p> <p>12 Q. But there was no reimbursement for</p> <p>13 American Protection or any of its subcontractors like</p> <p>14 providing office supplies, right?</p> <p>15 A. No, I don't believe so.</p> <p>16 Q. Who paid American Protection's subcontractors?</p> <p>17 A. We did.</p> <p>18 Q. Is it correct to say that American Protection's</p> <p>19 subcontractors were not ever compensated directly by</p> <p>20 SunPath?</p> <p>21 A. Yes.</p> <p>22 Q. All right. Mr. Chukran, I'm sharing my screen</p> <p>23 with you again.</p> <p>24 Can you see what's listed -- or what's</p> <p>25 displayed on my screen as a "Seller Agreement"?</p> <p style="text-align: right;">Page 226</p>	<p>1 for a couple minutes, and when I get back, I will</p> <p>2 direct you to the correct place.</p> <p>3 (Recess taken from 12:02 p.m. to 12:08 p.m.)</p> <p>4 MR. CAFFAS: Okay. Are we back on the record?</p> <p>5 THE COURT REPORTER: Yes, sir. Thank you.</p> <p>6 MR. CAFFAS: All right. I am going to share my</p> <p>7 screen one more time, and I have this on the screen</p> <p>8 as the "Call Center Marketing Agreement," which I</p> <p>9 believe is Exhibit 2, not Exhibit 4.</p> <p>10 (Previously marked Deposition Exhibit 2 was</p> <p>11 identified for the record.)</p> <p>12 MR. CAFFAS: Yeah. I just wanted to correct</p> <p>13 that mistake from last time.</p> <p>14 BY MR. CAFFAS:</p> <p>15 Q. Do you see that on the screen, Mr. Chukran?</p> <p>16 A. Yes.</p> <p>17 Q. And you recognize that as what's already been</p> <p>18 discussed as Exhibit 2?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. And so this is the Call Center Marketing</p> <p>21 Agreement between Chukran Management or</p> <p>22 American Protection and SunPath?</p> <p>23 A. Yes.</p> <p>24 Q. And do you see, on Page 2 -- or -- sorry.</p> <p>25 Excuse me -- Paragraph 2, under the "General Provisions,"</p> <p style="text-align: right;">Page 228</p>

<p>1 A. As a subcontractor, if they are varying from 2 that, it's -- potentially, it's possible, yes. 3 Q. In what circumstances would that have happened? 4 A. So if they decide to -- if they decide to share 5 information about the Powerball drawing or some small 6 talk, yes, it's possible. 7 Q. Okay. But, otherwise, the information really 8 is what they're selling and their introduction, was only 9 authorized to -- they're only authorized to use what's 10 in the script? 11 MR. SMITH: Objection. Asked and answered. 12 BY MR. CAFFAS: 13 Q. You can answer. 14 A. Yeah. Again, as a subcontractor, we can 15 provide them a guideline of -- of -- of a script. At 16 the end of the day, they are their own subcontractor. 17 Q. And did you ever advise any of your 18 subcontractors or employees that were using this script 19 to hide their identity when speaking to potential 20 customers? 21 MR. SMITH: Objection. 22 THE WITNESS: Absolutely not. 23 MR. SMITH: Asked and answered. 24 BY MR. CAFFAS: 25 Q. Can you repeat your answer again?</p> <p style="text-align: right;">Page 233</p>	<p>1 Q. Has SunPath ever directed American Protection 2 or any of its subcontractors to violate the Virginia 3 Telephone Privacy Protection Act? 4 A. No. 5 Q. Has American Protection ever knowingly called 6 the plaintiff, Ruth Smith, in violation of the Telephone 7 Consumer Protection Act? 8 MR. SMITH: Objection. Calls for speculation. 9 THE WITNESS: No. 10 BY MR. CAFFAS: 11 Q. I'll rephrase in case I said that incorrectly. 12 Had -- has American Protection ever 13 intentionally or knowingly called Ruth Smith in 14 violation of the Telephone Consumer Protection Act? 15 MR. SMITH: Objection. Calls for speculation. 16 THE WITNESS: No. 17 BY MR. CAFFAS: 18 Q. Has American Protection, including any of its 19 subcontractors, ever intentionally or knowingly called 20 Ruth Smith in violation of the Virginia Telephone 21 Privacy and Protection Act? 22 MR. SMITH: Objection. Calls for speculation. 23 THE WITNESS: No. 24 BY MR. CAFFAS: 25 Q. Has SunPath ever directed American Protection</p> <p style="text-align: right;">Page 235</p>
<p>1 A. No. 2 Q. Is it correct that, in this exhibit, as 3 written, SunPath's name isn't mentioned in the sales 4 script or on the -- the cover of the -- the script at 5 all? 6 A. Correct. 7 Q. Okay. Has American Protection or any 8 subcontractors that it hired ever intentionally violated 9 the Telephone Consumer Protection Act, to your 10 knowledge? 11 A. No. 12 Q. Have you ever advised any of 13 American Protection's employees or subcontractors to 14 violate the Telephone Consumer Protection Act? 15 A. No. 16 Q. Has SunPath ever advised American Protection to 17 violate the Telephone Consumer Protection Act? 18 A. No. 19 Q. Has American Protection, including any of its 20 subcontractors, ever intentionally violated the Virginia 21 Telephone Privacy Protection Act? 22 MR. SMITH: Objection. 23 THE WITNESS: No. 24 MR. SMITH: Lacks foundation. 25 BY MR. CAFFAS:</p> <p style="text-align: right;">Page 234</p>	<p>1 or any of its subcontractors to intentionally or 2 knowingly violate the Virginia Telephone Privacy 3 Protection Act? 4 A. No. 5 Q. Has American Protection, including through any 6 of its subcontractors/employees, ever knowingly violated 7 any telemarketing laws? 8 A. Can you please repeat the question? 9 Q. Has American Protection, including through any 10 of its employees or subcontract -- subcontractors, ever 11 knowingly violated any telemarketing laws? 12 A. No. 13 Q. And has SunPath ever directed or controlled 14 American Protection, including through any of its 15 employees or subcontractors, to violate any kind of 16 telemarketing law? 17 A. I'm sorry. Can you repeat the question? 18 Q. Has SunPath ever -- 19 A. I apologize. I apologize. Go ahead. 20 Q. Has SunPath ever directed or controlled 21 American Protection, including through any kind of 22 employee or subcontract -- subcontractor, to violate any 23 kind of telemarketing law? 24 A. I'm sorry. Can you please repeat the question 25 again? For the last time.</p> <p style="text-align: right;">Page 236</p>

<p>1 Q. Has SunPath ever directed or controlled 2 American Protection, including through any kind of 3 subcontractor/employee, to violate any kind of 4 telemarketing law? 5 A. No. 6 MR. CAFFAS: Thank you. That's all -- 7 THE WITNESS: I apologize, Greg. By the way, 8 that was not intentional. My apology. 9 MR. CAFFAS: Not a problem. 10 That's all I have for you right now. 11 I reserve my right to -- to recross based on 12 anything Taylor might -- might ask you or anything I 13 might have missed, but I'll cede to Taylor again 14 right now. 15 MR. SMITH: Okay. 16 REDIRECT EXAMINATION 17 BY MR. SMITH: 18 Q. Kobi, I'll try to be quick so you can get out 19 of here. I want to discuss Exhibit 4, which is the 20 sales script, and I'm happy to bring it up, if you want. 21 Just let me know. The questions are pretty 22 straightforward, though. 23 You've just testified that, when a 24 subcontractor would utilize the sales agreement, they 25 would say hi, insert the name of the prospective client,</p> <p style="text-align: right;">Page 237</p>	<p>1 utilize her last name, correct? 2 A. Correct. 3 Q. And Exhibit 14, it begins with, "Hi, this is 4 Dawn." 5 She didn't utilize her last name, right? 6 A. Right. 7 Q. Okay. So you can't necessarily say that, on 8 every occasion, your subcontractor identified themselves 9 by first and last name, correct? 10 MR. TANDY: Objection. 11 You can answer. 12 THE WITNESS: Again, there's no -- there's no 13 specific -- there's no specific instructions to 14 whether they should just use their first name or 15 both first and last names. 16 BY MR. SMITH: 17 Q. Got it. I just wanted to clarify that. 18 All right. And then Greg also brought up some 19 questions regarding your statement that Plaintiff called 20 in after receiving a mailer. 21 Do you recall those or that discussion, at 22 least? 23 A. I'm sorry. Can you please repeat the question? 24 Q. Yeah. You just discussed with opposing counsel 25 how you believe Plaintiff called American Protection</p> <p style="text-align: right;">Page 239</p>
<p>1 and then say this is, first and last name of the 2 subcontractor, and then continue on. 3 Do you recall that? 4 A. Yes. 5 Q. What is your basis for saying that a 6 subcontractor would utilize their first and last name? 7 MR. TANDY: Objection. 8 You may answer. 9 THE WITNESS: I believe this came up in the 10 initial deposition time, and my answer back then and 11 today will be that there is -- there has not been 12 any specific instructions as to whether they should 13 use both first name and last name. 14 The instruction was just to identify themselves 15 with their true name, but there's not been any 16 instruction just to -- whether they should use both 17 names or first name or last name, first, et cetera. 18 BY MR. SMITH: 19 Q. Got it. And that's kind of why I'm asking. 20 Because if you recall the two recordings, so 21 Recording 13 -- and I'm happy to replay it. 22 A. Okay. 23 Q. Just let me know. 24 A. Okay. 25 Q. She says "Hi, this is Samantha." She doesn't</p> <p style="text-align: right;">Page 238</p>	<p>1 after receiving a mailer. 2 A. Yes. 3 Q. Do you remember that? 4 A. Yes. 5 Q. Okay. And I think the exact words you used 6 were, "it looks to be that she called in," right? 7 A. Yes. 8 Q. And you're basing that on the -- the Inline CRM 9 screenshots? 10 A. Yes. 11 Q. I just want to be clear. 12 American Protection doesn't have any call 13 records reflecting an inbound call from Plaintiff; is 14 that correct? 15 A. Correct. 16 Q. Got it. We discussed the Five9 system today. 17 Do you know if you have an account number 18 associated with the Five9 system? 19 A. I don't, or I'm not sure if I do. 20 Q. Then is that something that could be produced, 21 if you do have one? 22 A. I can look. 23 Q. Okay. Do you have any documents that would 24 identify the Five9 system? 25 A. There would have been an agreement between us.</p> <p style="text-align: right;">Page 240</p>

CERTIFICATE OF REPORTER

(VIA VIDEOCONFERENCE)

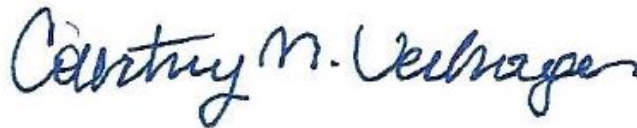
STATE OF WISCONSIN:

COUNTY OF WINNEBAGO:

I, COURTNEY N. LANGHOFF, RMR, CRR, FPR-C,  
Notary Public, State of Florida, certify that I was  
authorized to and did stenographically and remotely  
report the Zoom videoconference deposition of  
KOBI CHUKRAN (CHUKRAN MANAGEMENT GROUP, LLC); that a  
review of the transcript was requested; and that the  
foregoing transcript, pages 134 through 248, is a true  
and accurate record of my stenographic notes.

I further certify that I am not a relative,  
employee, or attorney, or counsel of any of the parties,  
nor am I a relative or employee of any of the parties'  
attorneys or counsel connected with the action, nor am I  
financially interested in the action.

DATED this 16th day of November, 2022.



COURTNEY N. LANGHOFF, RMR, CRR, FPR-C